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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91176716
Party	Plaintiff CBT Supply, Inc., JeffreyKorber
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In re Trademark Application Serial Nos.: 78/751976
78/768870

CBT SUPPLY, INC. and)	
JEFFREY KORBER)	
)	
Opposers,)	
)	
v.)	Opposition Nos. 91176716
)	91176717
PETER J. STENGEL)	(As Consolidated)
)	
Applicant.)	

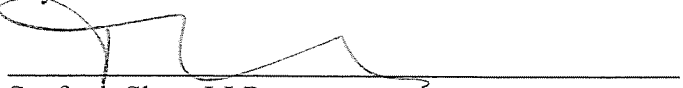
Commissioner for Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

RESPONSE TO MARCH 26, 2008 ORDER

In response to the Motion to Suspend Opposition filed by CBT Supply, Inc. and Jeffrey Korber on August 8, 2007, the TTAB suspended these consolidated matters pending the outcome of the federal case in the United States District Court for the District of Maryland (Case No. 1:05-CV-03456). The TTAB also requested that Opposers submit copies of the pleadings from the related Maryland State Court action. Those papers are attached to this Response.

Respectfully submitted,

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PETER J. STENGEL
10717 Faulkner Ridge Circle
Columbia, MD 21044,

V.

JEFFREY KORBER, individually
83 Jacobs Road
Rockaway, NJ 07866

Defendants.

CASE NO.

COMPLAINT:
JURY TRIAL DEMANDED

2005-03-29 14:201

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

THE
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INSTITUTE

Plaintiff, PETER J. STENGEL (hereinafter "Plaintiff"), by and through his undersigned attorneys Conwell, LLC, sue Defendants, CBT SUPPLY, INC. (hereinafter "Defendant CBT Supply") and JEFFREY KORBER (hereinafter "Defendant Korber") (collectively, hereinafter "Defendants"), for breach of contract, unjust enrichment, fraud and misrepresentation and other claims as stated and the Plaintiff requests relief, and further states.

1. Plaintiff Peter J. Stengel, residing at 10717 Faulkner Ridge Circle, Columbia, Maryland 21044, is the author and owner of copyrighted property and material associated with term

"Smartdesks",¹ the original, rightful and legal owner of the SMARTDESKS.COM internet domain name, the owner of the "Smartdesks" common law trademark and state trade name, the owner of the SMARTdesks logo, and the pending owner of two "Smartdesks" U.S. trademarks whose applications are pending with the U.S. Patent and Trademark Office. Plaintiff is a Vice President of Design for Defendant CBT Supply.

2. Defendant CBT Supply, Inc. is a corporation registered in the state of Maryland. The Maryland State Department of Assessments and Taxation currently describes it in good standing. It has a principal address listing as 10599 Bluebell Way, Cockeysville, Maryland 21030. It has a resident agent listed as Jeffrey Korber with an address listing as 10599 Bluebell Way, Cockeysville, Maryland 21030. Upon information and belief, the only Director of Defendant CBT Supply is Defendant Korber. Upon information and belief, resident agent Jeffrey Korber no longer resides at this address and instead resides at 83 Jacobs Road, Rockaway, New Jersey 07866. The New Jersey Corporate and Business Information Reporting lists a foreign company registration for CBT Supply, Inc. with a main and principal address at 83 Jacobs Road, Rockaway, New Jersey 07866 and a resident agent Jeffrey Korber at the same address.

3. Upon information and belief, Defendant Jeffrey Korber resides at 83 Jacobs Road, Rockaway, New Jersey 07866. Defendant Korber is listed as the sole Director and resident agent for Defendant CBT Supply for its Maryland principal office and for the New Jersey foreign entity registrations. Defendant Korber is a Vice President of Sales for Defendant CBT Supply.

II. FACTS COMMON TO ALL COUNTS

4. Plaintiff Peter J. Stengel has had a successful career designing and marketing commercial and residential furniture for 40 years. In the summer of 1996, Plaintiff produced renderings of

¹ The Smartdesks-line may be noted in this pleading by the word "Smartdesks", the logo "SMARTdesks," or the internet domain "SMARTDESKS.COM."

his most popular computer desk designs and set up a webpage, marketing the desks as "SMARTdesks" and utilizing the oval logo. See Plaintiff's business card with logo at Exhibit (1).

5. Plaintiff Stengel filed the following copyrights with the United States Copyright Office: SMARTdesks Internet Marketing System Design Drawings, SMARTdesks Internet Marketing System, 1999, SMARTdesks Internet Marketing System, 2003, and SMARTdesks Internet Marketing System, 2005.

6. Plaintiff Stengel coined the term "SMARTdesks" and created the SMARTdesks oval logo and is the owner by common law of the "Smartdesks" word trademark and SMARTdesks logo.

7. Plaintiff Stengel is the registered owner of the trade name and mark "Smartdesks" in the State of Maryland. See Exhibit (2).

8. Plaintiff Stengel has submitted applications with the U.S. Patent and Trademark Office for a U.S. trademark of the "Smartdesks" word and for a trademark of the SMARTdesks logo.

9. Since the Plaintiff coined the marks Smartdesks and its logo in 1996, the Plaintiff has used the trademarks continuously in Maryland and in interstate commerce. The Plaintiff has sold his SMARTdesks line of ergonomic furniture throughout Maryland and the United States since 1996. The SMARTdesks marks have generated extensive goodwill and provide a distinctive identity for the brand and design of furniture.

10. At all time relevant hereto, Plaintiff Stengel has been and still is the owner and proprietor of all right, title and interest in all copyrighted works and the trademarks.

11. The Plaintiff subcontracted with a number of manufacturers to produce furniture for the Plaintiff to complete projects. Some jobs were manufactured by Design Form, Inc, a Baltimore

cabinet shop owned by Defendant Jeffrey Korber.

12. In late 1997, Defendant Korber offered to pay Plaintiff \$1,000 per month to set up, host and manage a website for Defendant Korber's company, Design Form, Inc., using Defendant Korber's existing printed and photographic content. Defendant Korber offered the Plaintiff the opportunity to include SMARTdesks products on the site in which Defendant Korber would manufacture and receive a share of the profits. At that time, the Defendant's hospitality furnishings product line and custom cabinet business were floundering while demand for the Plaintiff's SMARTdesks product line was expanding.

13. At about this time, the Plaintiff learned that Defendant Korber, unwilling and/or unable to pay his creditors, decided to file for bankruptcy for his Design Form, Inc. manufacturing business. By 2001, Design Form, Inc. had failed to file property returns and the entity was declared forfeited by the state of Maryland. The Design Form website was abandoned by Defendant Korber.

14. In 1998, Plaintiff Stengel approached Defendant Korber about Defendant Korber investing in the Plaintiff's business because Defendant Korber had stated that he had sheltered a portion of his income over the years in a profit sharing plan that he managed for his former company and claimed his portion to be worth over half a million dollars (\$0.5M).

15. Plaintiff Stengel and Defendant Korber agreed to a joint business venture wherein the parties would share equally in sales profits from the Plaintiff's SMARTdesks product line and Defendant Korber's manufacturing and production and with Defendant Korber agreeing to be responsible for new costs associated with generating business growth.

16. On June 6, 2001, as discussed *infra*, Defendants and Plaintiff entered a more formal three-part agreement to share equally as officers in the business, provide the Plaintiff with a

monthly income, split profits biannually, and divide profits upon sale of the company.

17. In January 2005, the parties met, and Plaintiff Stengel proposed altering the joint business venture to achieve a more equitable distribution of the business profits. Plaintiff expressed concern that past profits calculations by Defendant Korber were performed incorrectly and requested an accounting. The Plaintiff's requests were repeatedly ignored by the Defendant.

18. Subsequently, as discussed *infra*, in August 2005, Defendant Korber attempted to renege on payments due and owing to Plaintiff Stengel and specifically refused to account for revenues and gross profits that would be due upon sale of the business. Defendant Korber attempted to get Plaintiff Stengel to sign away all his intellectual property in return for obtaining the payments that were already due to him.

19. In October 2005, Plaintiff Stengel, through his attorneys, informed Defendant Korber, through his attorneys, that the first issue that needs to be resolved is related to payments that are past due. In response, Defendant Korber, through his attorneys, again attempted to get Plaintiff Stengel to sign away all his intellectual property in return for obtaining the payments that were already due to him.

20. In a letter dated November 21, 2005, Plaintiff Stengel expressed the desire to continue working with the Defendant, stating, "We very much anticipate resolving past issues and negotiating a future agreement that will ensure the great success of the business and parties." But the Plaintiff was firm that "we cannot negotiate a future agreement without first obtaining payment for the past and present services and rights [Mr. Stengel] has provided." The Plaintiff demanded that, "If [] we have not received a check for *full payment* by that time [November 30, 2005], and we have not *agreed in writing* to any substitute timeframe or procedures, this letter will also serve as a cease and desist letter to require your client to stop using all material

authored and owned by Mr. Stengel. It is our belief that this material constitutes much of the intellectual property used by the company." (emphasis in original). The intellectual property was described as "all drawings, website material and other copyrights authored and owned by Mr. Stengel." The Plaintiff stated that he wanted to be flexible, stating "If [Mr. Korber] requires some special procedures, we are willing to be flexible and discuss any reasonable request."

21. Late in the evening the day before the deadline, a new law firm hired by Defendant Korber stated that they were preparing a response, but gave no indication that they had any intention of paying the Plaintiff for past due amounts or otherwise complying with the terms of the Plaintiff's letter.

22. Despite doubts about Defendant Korber's willingness to make good on past payments or his intent to continue the joint business relationship, in a letter dated November 30, 2005, Plaintiff Stengel stated, "We very much want to move forward and work to the future success of the parties in a good and equal working relationship" and extended the deadline to achieve compliance until December 7, 2005.

23. Late in the day on December 7, 2005, Defendants wrote back and expressed the clear intent to not make any payments that were past due and stated the intent that a joint business relationship would not continue. Incredulously, the Defendants argued that a joint business relationship had not occurred for the last two (2) years and that Mr. Stengel would be legally required to return payments received under this joint business relationship. The letter from the Defendants provided "At this point we believe there are only two options available to reach a resolution between our clients. The first option would be to explore a future relationship between Mr. Peter Stengel and CBT Supply, Inc. conditioned upon very clear understandings." The "very clear understandings" demanded by the Defendants were that "Mr. Stengel will

execute a general release" as to future copyrights and existing trademarks, and, although it is not clear, likely existing copyrights.

24. The Defendants' December 7, 2005 letter then provided "The second option would be for the parties to part company and pursue a path of litigation." The letter provided no negotiating room, stating "Finally, please note that we are not seeking to invite or engage in any debate or discussion of our clients' relative positions."

25. The Defendants' demand for the Plaintiff give to the Defendants all of his intellectual property that comprises a lifetime of his work and effort and attempt to coerce the Plaintiff into signing a bad agreement in order to get paid a portion of the money and share of the business that the Defendants owe him constitutes extortion and blackmail. The Plaintiff refuses to capitulate to Defendants' blackmail.

Count I: Breach of Contract

26. Plaintiff incorporates by reference as though fully set forth herein all allegations contained in Paragraphs one (1) through twenty five (25).

27. When the parties established the joint business venture, they originally contemplated joint ownership of the business matters that would be established to make it a success. The joint business venture between Plaintiff Stengel and the Defendants originally provided that the Defendants paid Plaintiff a percent of the annual company profits and a right to a percentage of the company profit upon sale of the business.

28. Defendant Korber established the Maryland entity CBT Supply, Inc. in December 2000 to "plan and equip computer friendly classrooms, and to engage in any other lawful purpose and/or business."

29. In approximately the summer of 2001, the parties agreed to a more formal distribution of

the profits. In addition, as a result of a dispute over Defendant Korber's miscalculation of earlier profits, Defendant Korber offered and Plaintiff Stengel accepted an additional lump sum payment.

30. Under the advice and direction of the former lawyer for Defendant Korber, Plaintiff Stengel established NicheDirect.Com, Inc. as a Maryland corporate entity for tax and business purposes. Plaintiff Stengel later abandoned that structure and resumed doing business as a sole proprietor under his own name.

31. After the joint business venture had been established and operating, on June 6, 2001, Defendant CBT Supply, Inc., represented by Defendant Korber, and Niche Direct.Com, Inc., represented by Plaintiff Stengel entered into a three-part agreement. See Exhibit (3).

32. The essence of the agreement and the intent of the parties was that Plaintiff would provide his continued services in support of the joint business venture and provided a non-exclusive license to SMARTdesks-related intellectual property. This implied license was acknowledged in various correspondence, including a December 7, 2005 letter discussed *supra*. In return, he would receive monthly payments, an ownership interest, and be a principal officer in the business.

33. Part 1 of the agreement, as interpreted and practiced by the parties, provided that Plaintiff Stengel maintained the website in return for a \$5,000.00 payment per month.

34. In a letter dated August 16, 2005 and given to Plaintiff on August 17, 2005, Defendants provided written notice of the intent to terminate Part I of the agreement on December 31, 2005. See Exhibit (4). Under Part 1, Defendants paid the Plaintiff \$5,000.00 per month through December 31, 2005.

35. Part 2 of the agreement, as interpreted and practiced by the parties, provided that, for the

consulting services provided by Plaintiff Stengel and in return for his services as a principal officer of CBT Supply as "Vice-President for Design," Plaintiff would be paid a percentage of the annual gross profits of CBT Supply according to a percentage table. The percentage payment based on gross profit was to be calculated by deducting the cost of goods from gross revenue before expenses, salaries and taxes. The sales and profit figures for June 30, 2005 were to be used to calculate payments to be made by August 31, 2005 and the figures for December 31, 2005 were to be used to calculate payments to be made by February 28, 2006.

36. In a letter dated August 17, 2005 and given to Plaintiff on August 17, 2005, Defendants provided written notice of the intent to not pay under Part II of the agreement accrued since "December 2004 FYE." See Exhibit (5). Under Part 2, Plaintiff Stengel received no payment on August 31, 2005.

37. Under Part 2 of the agreement, Plaintiff Stengel provided consulting and other services through December 7, 2005. Under Part 2, in 2004, Plaintiff Stengel received approximately \$90,000.

38. Upon information and belief, in 2005, sales and revenues were up more than thirty-three percent (33%) from 2004 to four million dollars (\$4,000,000.00) or more, resulting in a payment due of two hundred fifty thousand dollars (\$250,000.00) or more. A portion of this was due in August 2005 and the remaining balance December 31, 2005.

39. Also under Part 2, in the event of the sale of CBT Supply, Plaintiff Stengel would be entitled to twenty percent (20%) of the sales proceeds. The Defendants have asserted that Plaintiff Stengel is not entitled to any share of CBT Supply whether sold or not.

40. Part 3 of the agreement, as interpreted and practiced by the parties, repeated the Part 2 portion regarding consulting services provided by Plaintiff Stengel, percentage annual gross

profits of CBT Supply and percent in the event of a sale of CBT Supply. Part 3 also provided for the reciprocal agreement that Niche Direct would pay Defendant Korber twenty percent (20%) of the sales proceeds in the event of a sale of Niche Direct. This Part 3 reciprocal agreement was intended to provide either party the benefit should one company become the dominant revenue generator.

41. Under Part 3, CBT Supply became the primary manufacturing and administrative entity providing services and Niche Direct was abandoned.

42. The Defendants' refusal to pay the Plaintiff a percentage of the annual gross business profits under Part 2 of the agreement and other harmful actions breached the agreement.

43. When the joint business venture was established, both Defendant Korber and Plaintiff were to be made co-equal principal officers. Defendant Korber was to be Vice President of Sales and Plaintiff was to be Vice President of Design. The June 6, 2001 formally made Plaintiff Vice President of Design for CBT Supply. Plaintiff continues to be the Vice President of Design. See Exhibits (1) and (6). The failure to provide the Plaintiff with annual profits that were due to his contemplated ownership interest and role as a principal officer of CBT was in breach of the joint venture agreement and breached the contract.

44. The Defendants' intention to unilaterally and secretively end the joint business venture, to obtain the Plaintiffs' intellectual property by blackmail, and to avoid paying a share of the business breached the agreement.

45. The Plaintiff relied on the payments made due to his understood ownership interest in CBT Supply, his role as a principal officer in CBT Supply, the extensive services and rights he conferred on Defendants, the joint business venture and their past business practices and joint promises. The Defendants refusal to make payments constitute breach of contract.

46. In reliance on the agreement, the joint business venture and expected payments, the Plaintiff passed up numerous other business opportunities, including using his intellectual property for his own exclusive use.

47. The Plaintiff has owned the SMARTDESKS.COM domain name since December 12, 1997 and began establishing the WWW.SMARTDESKS.COM web site on December 19, 1997. Subsequently, after the ISP was changed to a service in Rhode Island owned by Defendant Korber's brother, upon information and belief, the Defendant illegally and without any authorization from Plaintiff Stengel illegally obtained control of the domain name. The Defendants' actions constitute domain name highjacking and theft.

48. On or about May 9, 2005, on information and belief, in planning to take either the Plaintiff's intellectual property or the joint business venture, Defendants registered the domain name SMARTDESKS.NET with the bad faith intent to harm Plaintiff Stengel and profit from Plaintiff's Smartdesks marks.

49. On or about September 26, 2005, Plaintiff Stengel registered the domain names SMARTDESKSDESIGN.COM and SMARTDESKSDESIGNSTUDIO.COM.

50. On information and belief, on or about November 23, 2005, less than two (2) days after receiving a letter from the Plaintiffs informing the Defendants about the Plaintiffs' rights, the Defendants registered the domain name SMARTDESKSCCLASSROOMDESIGN.COM, SMARTDESKSDESIGNSERVICES.COM, and SMARTDESKSDESIGNSERVICE.COM and other SMARTdesks-related domain names with the bad faith intent to harm Plaintiff Stengel and profit from Plaintiff's Smartdesks mark.

51. Upon information and belief, Defendant Korber has never designed any part of the SMARTdesks product line or provided any design services.

52. Upon information and belief, on or before December 21, 2005, using unauthorized and illegal control over the SMARTDESKS.COM domain name, and unbeknownst to the Plaintiff, Defendants changed the DESIGN@SMARTDESKS.COM email account used by Plaintiff Stengel to steal his emails. One email stolen by the Defendants was an email containing extensive attorney-client communications. See Exhibit (7) for confirmation of the altered account and stolen email.

53. The Defendants' actions to hijack the Plaintiff's SMARTDESKS.COM domain name, steal his emails, mislead the public, interfere with Plaintiff's use of his intellectual property, and harm the Plaintiff's other business interests constitute breach of contract.

Count II: Fraud, Intentional Misrepresentation, Concealment and Nondisclosure

54. Plaintiff incorporates by reference as though fully set forth herein all allegations contained in Paragraphs one (1) through fifty three (53).

55. Upon information and belief, Defendants intentionally hid revenues, profits and expenses to defraud Plaintiff out of his share of annual gross business profits. The Plaintiff relied on the Defendants' misrepresentations and as a result received inadequate commission payments and was damaged.

56. Upon information and belief, Defendants planned and undertook a course of action to defraud Plaintiff out of his percentage share of the annual gross business profits, his share of the joint business venture and the share of profits upon the anticipated sale of the business. The timing of the letter the Defendants gave to the Plaintiff on August 17, 2005 should be noted as it was after huge annual profits had been calculated but only two weeks before the Defendants were required to pay the Plaintiff his share.

57. Upon information and belief, the plan by the Defendants anticipated that either the

Plaintiff would succumb to blackmail and hand over all his intellectual property or the Plaintiff would be forced out of the joint business venture and the Defendant would not pay the Plaintiff for earned profits, or both.

58. The Defendants made promises to the Plaintiff regarding the continuation of the joint business venture that the Defendants did not intend to keep. One or more of the promises and statements made by the Defendants were false.

59. The Plaintiff relied on the Defendants' false promises and suffered damages as a result of the Defendants' misrepresentations.

60. The Defendants' statements and actions were intended to defraud the Plaintiff to take actions and make commitments for the purpose of benefiting the Defendants.

61. The Defendants' actions to secretly and misleadingly hijack the Plaintiff's SMARTDESKS.COM domain name, steal his emails, mislead the public, interfere with Plaintiff's use of his intellectual property, and harm the Plaintiff's other business interests constitute Fraud, Intentional Misrepresentation, Concealment and Nondisclosure.

Count III: Promissory Estoppel

62. Plaintiff incorporates by reference as though fully set forth herein all allegations contained in Paragraphs one (1) through sixty one (61).

63. The Defendants' agreement, promises and subsequent actions in further contemplation of the joint business venture could reasonably induce the Plaintiff to rely on said promises and actions.

64. The Plaintiff's actions were reasonable.

65. As a result of Defendants' refusal to pay for the services and rights conferred by the Plaintiff, the Plaintiff has suffered damages.

Count IV: Quantum Meruit

66. Plaintiff incorporates by reference as though fully set forth herein all allegations contained in Paragraphs one (1) through sixty five (65).

67. The services and rights conferred by the Plaintiff on the Defendants were accepted, used and enjoyed by the Defendants.

Count V: Unjust Enrichment

68. Plaintiff incorporates by reference as though fully set forth herein all allegations contained in Paragraphs one (1) through sixty seven (67).

69. The services and rights conferred by the Plaintiff on the Defendants were of great benefit to the Defendants, almost entirely responsible for the Defendants' large sales and profits in 2005, and provided with the Defendants' knowledge and appreciation.

PRAYER FOR RELIEF

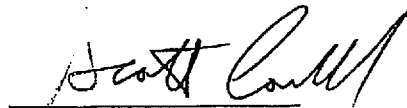
WHEREFORE, Plaintiffs requests that this Honorable Court grant them the following relief:

- A. Order the Defendants to pay to the Plaintiff actual damages as they have sustained as a result of Defendant's breaches of contract, reliance on promises, and fraud; and
- B. Order that Defendants be required to account for and disgorge to Plaintiffs all gains, profits, and advantages derived by its breaches of contract, reliance on promises, and fraud; and
- C. Order the profit-sharing agreement and any joint business venture be rescinded and restore the parties to their former business positions; and
- D. Order that Defendants account to Plaintiff for Defendants' revenues, expenses and profits, and
- E. Award Plaintiff its reasonable attorneys' fees, costs and disbursements incurred herein in

- view of Defendants' wrongful, intentional and fraudulent conduct; and
- F. Award Plaintiff punitive damages in view of Defendants' wrongful, intentional, and fraudulent conduct; and
- G. Grant the Plaintiffs such further relief as the Court deems just.

Respectfully submitted,

CONWELL, LLC



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Counsel for Plaintiff

Dated: December 28, 2005

Enclosure (1)

SMART*desks*

Peter Stengel
VP Design

SMART*desks*
10717 Faulkner Ridge Circle
Columbia, MD 21044

877-620-7409 (fax: 7411)
design@smartdesks.com
www.smartdesks.com

Enclosure (2)

Department of
Assessments and Taxation

Charter Division



Governor

C. John Sullivan, Jr.
Director

Paul B. Anderson
Administrator

CONWELL, LLC ATTORNEYS AT LAW
SCOTT CONWELL, ESQ.
STE 4
2138 PRIEST BRIDGE CT
CROFTON MD 21114

Date: 11/16/2005

This letter is to confirm acceptance of the following filing:

TRADE NAME : SMARTDESKS
DEPARTMENT ID : T00233589
TYPE OF REQUEST : TRADE NAME REGISTRATION
DATE FILED : 11-16-2005
TIME FILED : 12:08-PM
RECORDING FEE : 25.00
EXPEDITED FEE: . : 70.00
COPY FEE : 21.00
FILING NUMBER : 1000361992152060
CUSTOMER ID : 0001697448
WORK ORDER NUMBER : 0001140486

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

Charter Division
Baltimore metro area (410) 767-1350
Outside metro area (888) 246-5941

LOCATION ADDRESS: SMARTDESKS
10717 FAULKNER RIDGE CIR
COLUMBIA MD 21044

OWNER ADDRESS: PETER J STENGEL
10717 FAULKNER RIDGE CIR
COLUMBIA MD 21044

NOTICE: Effective January 1, 2004

As a result of a change in State law, the annual report fee for most legal entities (including LLCs and LLPs) has increased to \$300. This fee is for the privilege of maintaining a legal entity's existence in Maryland, and is due and payable with the filing of the personal property return. The increase is effective for any return regardless of year, filed after 12/31/2003.

There continues to be no annual report fee for non-stock corporations, churches, foreign interstate companies, sole proprietorships and general partnerships, but these entities must still file a personal property return annually.

STATE OF MARYLAND
Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO RIGHTS OF TRADE NAMES OR THE RIGHTS OF TRADE NAMES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

SMARTDESKS IS A TRADE NAME FILED IN THE AGENCY RECORD ON NOVEMBER 16, 2005


THE FILING IS STILL IN EFFECT.

PETER J STENGEL IS LISTED AS THE OWNER OF THIS TRADE NAME.

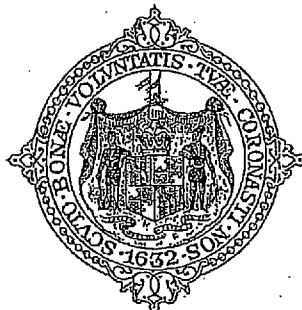
THE LOCATION AND ADDRESS OF THIS TRADE NAME IS:

SMARTDESKS
10717 FAULKNER RIDGE CIR
COLUMBIA MD 21044

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS NOVEMBER 16, 2005.



Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TTY/Voice
Fax (410) 333-7097

0003719987

crblnk

Semi-Recessed Monitor Workstations

The computer can be the focus of classroom activity without being in the way.

Semi-Recessed Monitors permit an open line of sight between student and instructor and to projected presentations and/or work groups - depending on furniture configuration.



The SMARTdesks™ Semi-Recessed Workstation - in its many possible configurations - provides the perfect classroom environment for computer-based instruction without distraction or discomfort.

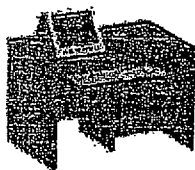
SR36 - Single Student Workstation Features:



[Click for larger Image]

- 36"w x 30"d x 30"h w/ 10"wide CPU Bay
- 28"w Keyboard/Mouse Platform
- Accommodates up to 19" Monitor
- Integral Wire Management
- [Finish Options and Combinations](#)
- [List Prices and Terms](#)
- [Training and Classroom Benefits](#)
- [SR Ergonomic Advantages](#)
- [Online Assembly Instructions](#)

SR44 - Single Student Workstation Features:



[Click for larger Image]

- 44"w x 30"d x 30"h w/ 20"wide CPU Bay
- Accommodates desk-top or tower CPU
- 28"w Keyboard/Mouse Platform
- Accommodates up to 19" Monitor
- Integral Wire Management
- [Finish Options and Combinations](#)
- [List Prices and Terms](#)
- [Training and Classroom Benefits](#)
- [SR Ergonomic Advantages](#)
- [Online Assembly Instructions](#)

SR60/72 - Double Pedestal Workstation Features:



[Click for larger Image]

- 60-72"w x 30"d x 30"h w/ 2 CPU Cabinets
- Accommodates desk-top or tower CPU
- 28"w Keyboard/Mouse Platform
- Accommodates up to 19" Monitor
- Integral Wire Management
- [Finish Options and Combinations](#)
- [List Prices and Terms](#)
- [Training and Classroom Benefits](#)
- [SR Ergonomic Advantages](#)
- [Online Assembly Instructions](#)

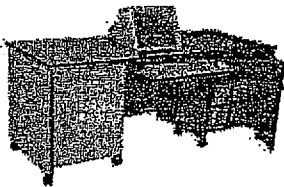
DSR66/72 - Double Workstation Features:



[Click for larger image]

- 66-72"w x 30"d x 30"h w/ 20"wide CPU Bay
- Accommodates desk-top or tower CPUs
- (2) 28"w Keyboard/Mouse Platforms
- Accommodates up to 19" Monitors
- Integral Wire Management
- Finish Options and Combinations
- List Prices and Terms
- Training and Classroom Benefits
- SR Ergonomic Advantages
- Online Assembly Instructions:

ISR60/72 - Instructor's Workstation Features:



[Click for larger image]

- 60-72"w x 30"d x 30"h w/ 2 CPU cabinets
- Accommodates desk-top or tower CPUs
- 28"w Keyboard/Mouse Platform
- Accommodates up to 19" Monitors
- Integral Wire Management
- Locking cabinet doors
- Finish Options and Combinations
- List Prices and Terms
- Training and Classroom Benefits
- SR Ergonomic Advantages
- Online Assembly Instructions:

Enclosure (7)

Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.



REGISTRATION NUMBER

TX TXU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1

TITLE OF THIS WORK ▼

SMARTdesks Internet Marketing System, 2003

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

a Peter J. Stengel

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
1947 n/a

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ▼ USA

Domiciled in ▼ Maryland

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☒ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire" check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼
Text, drawings and design of the internet marketing system.

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ▼

Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No

Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE

Name of Country

OR Citizen of ▼

Domiciled in ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☐ No

Pseudonymous? ☐ Yes ☐ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

3

YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED

a 2003 Year

DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK

b Complete this information ONLY if this work has been published. Month ▼ December Day ▼ 31 Year ▼ 2001

USA

Nation

4

COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

Peter J. Stengel
10717 Faulkner Ridge Circle
Columbia, Maryland 21044

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

See Instructions before completing this space.

MORE ON BACK ▶ • Complete all applicable spaces (numbers 5-8) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE

Page 1 of _____ pages

EXAMINED BY

FORM TX

CHECKED BY

☐ CORRESPONDENCE
☐ Yes
FOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☒ Yes ☐ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.)a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☒ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number

Year of Registration

5

DERIVATIVE WORK OR COMPILATION

Preexisting Material Identify any preexisting work or works that this work is based on or incorporates.

SMARTdesks Internet Marketing System, 1999

Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed.

Updates to all pages and entire internet marketing system, including text, drawings, design, and Quote.

a

6

See instructions
before completing
this space.

b

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.
Name

Account Number

a

7

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP

Scott A. Conwell
 Conwell, LLC, 2138 Priest Bridge Court, Suite No. 4,
 Crofton, Maryland 21114

Area code and daytime telephone number 410-451-2707

Fax number 410-451-2706

Email scott@conwellusa.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

Check only one

- ☒ author
☐ other copyright claimant
☐ owner of exclusive right(s)
☐ authorized agent of

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Name of author or other copyright claimant, or owner of exclusive right(s)

8

Typed or printed name and date If this application gives a date of publication in space 3, do not sign and submit it before that date.

Peter J. Stengel

Date

Handwritten signature (X)

X

Certificate
will be
mailed in
window
envelope
to this
address:

Name

Scott A. Conwell

Number/Street/Apt

2138 Priest Bridge Court, Suite No. 4

City/State/ZIP

Crofton, Maryland 21114

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:

- Application form
- Nonrefundable filing fee in check or money order payable to Register of Copyrights
- Deposit material

MAIL TO:

Library of Congress
 Copyright Office - TX
 101 Independence Avenue, S.E.
 Washington, D.C. 20559-6222

Fees are subject to
 change. For current
 fees, check the
 Copyright Office
 website at
www.copyright.gov,
 write the Copyright
 Office, or call
 (202) 707-5909.

9

17 U.S.C. § 506(e); Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Rev: July 2003—xxx Web Rev: July 2003 Printed on recycled paper

U.S. Government Printing Office: 2000-451-113/20,021

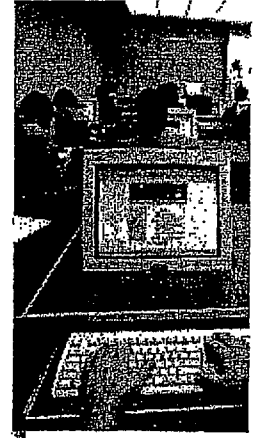


Information - Learn More About Us

SMARTdesks™ Designs, manufactures and supplies ergonomic computer furniture, seating and accessories for education; the electronic classroom, multimedia instruction, computer training and interactive learning.

SMARTdesks™ Combines the benefits of 24/7 e-commerce with good, old-fashioned customer service and provides a one-stop solution for Educators, Corporate Trainers and Government Clients to build the finest learning environments possible - one classroom at a time.

SMARTdesks™ Includes free Classroom Planning - following the principles of Learning Ergonomics - to help ensure a productive, safe and healthy classroom experience for both instructor and student. Get started. Fill out the SMARTdesks™ Classroom Design Questionnaire©.



1. How To Use The SMARTdesks™ Web Site - A guide to our online facility.
2. SMARTdesks™ FAQ - The Who, What, Where, Why and How...
3. Freight, Crating, Delivery and Assembly FAQ
4. Take a photo-tour of our manufacturing facilities.
5. Index of Latest Price Lists
6. Index of Product Specifications (incomplete)
7. Index of Assembly Instruction PDF Files
8. Contact Information An email contact form plus mailing address, phone and fax numbers and names
9. Recent Projects - A partial client list (contact us for references and nearby installations)
10. Favorite Links and Associated Web Sites - Where to go from here
11. Logo, Trademark and Copyright FAQ - All the requisite legalese
12. SMARTdesks™ Product Warranty and Terms and Conditions of Sale
13. Company History ...*in a dimly-lit basement situated between Baltimore and the nation's capitol, during the last decade of the 20th century, an idea germinated...*
14. Business Credit Application



Copyright © 1996-2001 - SMARTdesks™ - PO Box 4463 - Lutherville, MD - 21094 - Tel: 800.770.7042 - Fax: 877.620.7411



SMARTdesks™ SR Series Workstations w/ Semi-Recessed Monitor

[Links to Product Information and Specifications](#)

Position the monitor within the student's field-of-view, just below the horizon line, and the monitor screen becomes the focus of activity without obstructing instruction or visual presentations.

Not only do students get a better view, but it is easier for the teacher to maintain their attention because eye-to-eye visual contact is never broken.

The "Heads Up" concept has been in use for years to allow fighter pilots to keep their concentration focused. Now you can add this ergonomic solution to your classroom environment in a neat package at an economic cost.

Two standard depths fit most monitor sizes positioning the screen at the ergonomically correct height, angle and distance for all types of Computer-Based Training (CBT).



21" monitors are in sight but out of the student's sight
DSR-723630-CK1 Workstations - Scoreboard Inc, H



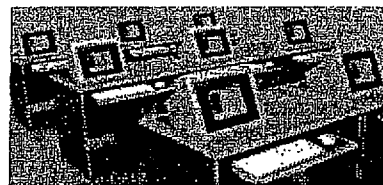
Semi-Recessed Monitors are the ideal solution for independent CBT. Because the monitor is also in the visual plane of the worksurface, students are comfortably positioned - making long sessions, shared computers and tutoring easier and not boosting visual perception and the level of concentration.

SMARTdesks™ SR workstations offer plenty of legroom and 28" wide pull-out keyboard/mouse platforms with full-extension ball-bearing slides that are sturdy to lean on.

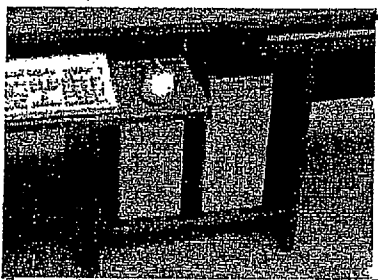
The desks are designed to conceal and protect all the wires that protrude from the back of the CRT and are the source of the cable clutter that seems to haunt most computer labs.

A broad range of standard workstation widths take full advantage of all of your usable space and help meet classroom density requirements while multiple units increase versatility and reduce costs considerably.

Angle connectors permit a multitude of configuration options and, to meet special requirements, extended top sizes are available at a minimal upcharge (contact the Design Studio for an evaluation, plan and pricing).



SSR-443030-CK9 & DSR-883030-CK9 Workstations



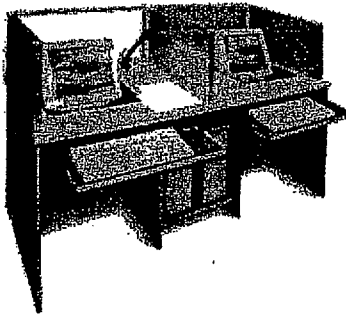
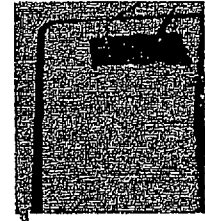
The Convertible CPU Cabinet™, a SMARTdesks™ exclusive, is designed to accommodate either tower or desktop CPU cases so the desktop remains uncluttered with plenty of space for books and paperwork. An optional rear access panel is available so you never have to remove the CPUs to route wires or check connections.

An adjustable shelf offers additional storage for headsets and other equipment and space. With smaller form CPUs, there is even room for an optional pullout shelf to support a monitor. In fact, there is no limit to the lengths SMARTdesks will go to make our workstations meet your requirements.

There is even a series of Semi-Recessed models for younger students. By eliminating the keyboard pullout and lowering overall height, these desks reduce space requirements and movable components; offering even greater economy and durability heights are available for grades K - adult in single, double and triple-desk configurations.

If technology changes, SMARTdesks™ is there to meet the challenge with options that include conversion panels that instantly fill in the cut-out opening and change the semi-recessed desk to a Desktop Monitor station or a Laptop Computer station. Half-depth fillers are also available to recover surface area if you switch to LCD flat panel displays.

With the limited lifetime warranty, you will get years of service from your SMARTdesks™ classroom without ever worrying whether the furniture will be able to support the technology of the future.



SMARTdesks™ builds desks for almost every special application imaginable. Custom modifications are standard and the unusual is our specialty.

The Language Lab Station™ offers both privacy and visibility with fabric-covered acoustical side panels and front panels of either fabric or clear lexan. Rather than reduce floor space, these removable panels rest on the desk top. Combined with task lighting and headset grommets, this desk is also ideal for testing and library study carrels.

Other examples of our custom capabilities include dual-monitor stations and single desks for two students. With the long list of options available, chances are a standard configuration will fulfill your requirements. But just in case, you know that SMARTdesks™ can do it. We do it every day.

Features standard in the SR Series:

- Integral Wire Management™ - Horizontal and vertical cable chases and standardized wire channeling enable desk-to-desk and desk-to-access-point wiring, provide easy IT maintenance and protect and conceal cables
- 28" wide Keyboard/Mouse Platforms with heavy-duty, full-suspension Acuride® glides
- 3mm PVC Edge-Banding on all exposed edges to provide soft and durable protection for both the furniture and the user.
- Custom Assembly System™ - Positions any size monitor at the optimum height and angle for Instructed CBT.
- Over 10,000 top, base and trim color combinations

SR Series Information

- Go to QQuote for Individual Product Information and Applicable Options
- Product Brochure - PDF format
- Specifications List - HTML format
- Specifications List - PDF format

SMARTdesks™ SR Series options:

- Power/Data Ports™ and Surge-Suppressed Power Strips
- Rear access panels and additional cable management accessories
- Dual-wheel locking casters for mobility
- Desk Top and Free-Standing Acoustical/Tackable Privacy Panels
- 3M™ Anti-Glare and Privacy Filters for Monitors and Laptops
- Task Lighting (variety of fixtures) mounted in the worksurface
- Locking doors and a variety of other security devices
- Worksurface-mounted Headset grommets
- Monitor Cap to secure and protect the video display terminal
- Desk-to-desk angle connectors, writing tablet returns and pull-outs
- 3M™ Dual-arm articulated keyboard/mouse platforms
- More (you'll find the appropriate options listed on each product page)

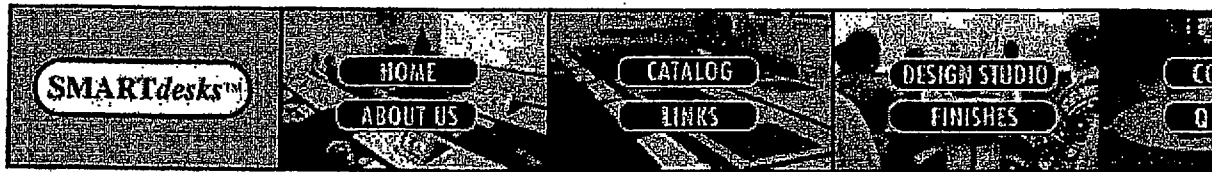
Special Links

- QQuote - Project Estimator
- Classroom Design Questionnaire
- SMARTdesks Workstation Configuration



Use QQuote: Click the QQuote Button and fill out our form. We will send you a price quote by the next business day.

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SMARTdesks™ FI Series Workstations

with the flipIT™ LCD monitor mechanism

[Links to Product Information and Specifications](#)

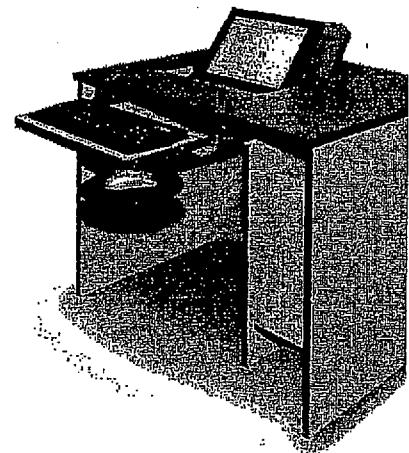
Is it a computer or is it a desk? flipIT™ is like no other workstation you have ever seen

By simply pulling out the keyboard/mouse platform, SMARTdesks™ patent pending flipIT™ mechanism opens to offer a 15" to 17" semi-recessed LCD monitor positioned ideally within your field-of-view.

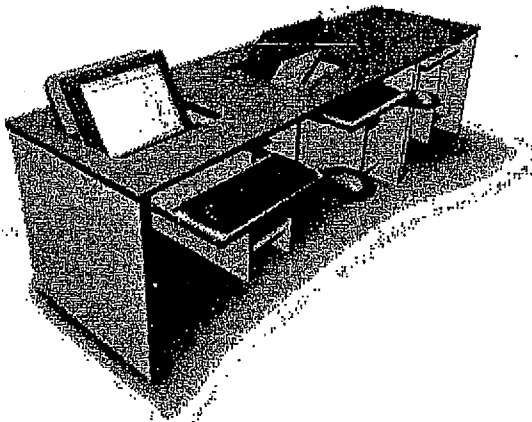
With the flipIT™ LCD display just below the horizon line yet within the field of view, students maintain an unobstructed line-of-sight to teacher and classroom presentations.

When a clear worksurface is desired for traditional classroom tasks, push the keyboard platform in and flipIT™ safely lowers the flat panel monitor totally out of the way.

Like all SMARTdesks™, flipIT™ desks are designed to conceal and protect all the wires that are the source of the cable clutter that seems to haunt most computer labs.



[Click Here for the Demo!](#)



flipIT™ semi-recessed monitor placement is the ideal solution for co based training. Because the monitor is in the visual plane of both the worksurface and the presentation, students are comfortable in any position making long sessions, shared computers and tutoring easier and not boosting visual perception and level of concentration.

flipIT™ workstations offer plenty of legroom, 20" wide keyboard platform with pull-out mousing surface and a CPU compartment large enough to handle all but the largest CPU cases.

flipIT™ offers a variety of standard configurations and workstation work take full advantage of all of your usable space and help meet classroom density requirements and the multiple units reduce the cost.

Options include:

- Dual-wheel Locking Casters
- Desk Top Privacy Panels
- Locking Keyboard Tray Locks
- The flipIT™ Mechanism
- Laptop Power/Data Ports
- Surge-Suppressed Power Strips

Standard Features:

- flipIT™ (patent pending)
- integrates desk and LCD monitor
- Standard VESA mounting bracket
- secures most 15" or 17" LCD displays to workstation.
- Integral Wire Management™

FI Series Information

- Go to QQuote for Individual Product Information and Applicable Options
- flipIT™ Product Brochure - PDF format
- flipIT™ Price List - PDF format

- and Power Control Consoles
- Rear Access Panel
- Cable Management Accessories
- Task Lighting (variety of fixtures) mounted in the worksurface
- Locking doors and other security devices
- Worksurface-mounted Headset Grommet
- Desk-to-desk angle connectors
- Writing tablet returns and pull-outs
- Over 10,000 top, base and trim color combinations

- provides horizontal and vertical cable chases
- Conceals and protects desk-to-desk and desk-to-access-point wiring and connections.
- Ample single and double CPU bays supply larger CPU cases with plenty of "breathing room"
- Integrated 21" wide Keyboard platform with pullout mouse tray.
- 3mm PVC edges provide durable, soft and attractive protection.

- VESA Compatibility Standards & Installation Instructions
- flipIT™ Mechanism Installation Ins
- flipIT™ Specifications - HTML form
- flipIT™ Specifications - PDF format

Special Links

- QQuote - Project Estimator
- Classroom Design Questionnaire
- SMARTdesks Workstation Comparison



Use QQuote: Click the QQuote Button and fill out our form.
We will send you a price quote by the next business day.

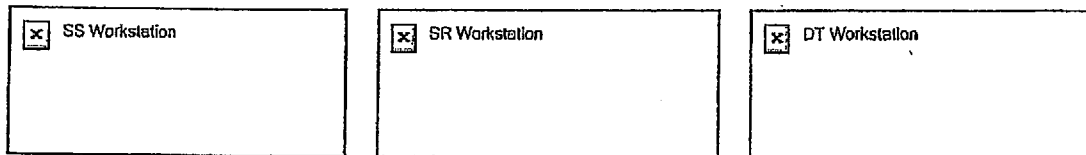
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Selecting the Best Configuration for your Application:

Computers - specifically CRT video displays - can be incorporated into the classroom landscape in several ways. Decisions concerning monitor configuration should be based upon curriculum requirements and the benefits and drawbacks of each configuration in meeting them.

SMARTdesks manufactures workstations in each configuration - semi-recessed, sub-surface and desktop monitor - because in some training circumstances the computer screen is the focus of instruction, in some cases it is used, but not as part of the instruction, and sometimes the computer is the instruction.



These candid photos were selected to illustrate differences without engendering a favorable (or unfavorable) response about any "style" before we discuss the specific advantages of each monitor configuration as it is used in different training situations.

First, The Similarities

All SMARTdesks™ workstations offer these standard features:

- Wide variety of widths - standard sizes and "special" modifications
- Two depths accommodate monitors up to 21" - special modifications available
- Single and double configurations that offer extra space and value
- CPU bays below the worksurface - Most able to accommodate desktop or tower CPU cases
- 28" w keyboard/mouse platforms with heavy-duty Accuride® full-extension slides
- Integral wire management enable desk-to-desk connection, control clutter, protect cables
- Many **Options** - Power/Data Management, Adjustability & Mobility, Task Lighting
- Standard and Custom **Modifications** - for security, accessibility and utility
- Over 800 **Finish Combinations** - selected for durability, low reflectance and compatibility
- All have the same high quality **general construction specifications** including high-pressure laminate tops, 3mm PVC protective edge treatment, Steel, thru-bolted assembly hardware for durability, etc.

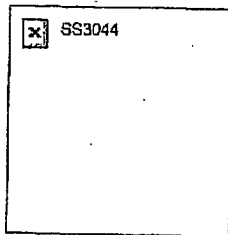
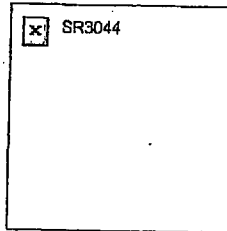
And, all three styles offer these benefits:

- Materials selected for durability and ease of maintenance in a classroom environment
- Improved ergonomics to accommodate the greatest range of body type and size
- Equipment location provides an increased level of security and protection
- Reduction and elimination of cable clutter without limiting access for maintenance
- Maximized workspace - designed into each monitor configuration

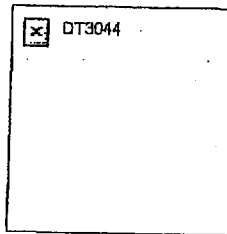
Second, Comparing the Features and Benefits of Each Configuration

SS Series - Sub-Surface Monitor Configuration:

- Permits 100% of desk surface to be used for non-computing activities
- Superior protection for equipment and cables against damage or theft
- 40% tinted, tempered glass monitor window provides glare reduction
- Custom Assembly System™ permanently positions any size monitor at the proper height, depth and angle for computer based training
- Maintains the best open sight-line between student and instructor
- Offers the most privacy for testing

**SR Series - Semi-Recessed Monitor Configuration:**

- Positions the monitor ideally in the horizontal focal plane to integrate the computer screen into classroom activity without obstructing the sight-line between the student and the instructor and presentation
- Provides protection for equipment and cables against damage or theft
- Custom Assembly System™ permanently positions any size monitor at the proper height, depth and angle for computer based training
- Offers the best ergonomics for courses where the computer is the focus
- Offers generous worksurface area for non-computing activities in front of and at the side of the monitor

DT Series - Desktop Monitor Configuration:

- Offers easiest access for shared workstations - by permitting the monitor to be turned left or right
- CPU bay removes the additional height normally encountered with desktop placement
- Excellent adjustability, glare control and accommodation for over-size monitors in graphic intensive applications
- Reduction of cable clutter without limiting access for maintenance

Third, Quantifying Pros and Cons

Ranked by criteria on a scale from 1 to 5 with 1 = Poor | 2 = Fair | 3 = Acceptable | 4 = Good | 5 = Excellent

| Criteria | SS | SR | DT | TT* |
|--|----|----|----|-----|
| Visual ergonomics in classroom/training environment | 3 | 5 | 4 | 2 |
| Muscular-skeletal ergonomics in classroom/training environment | 3 | 5 | 4 | 2 |
| Student line-of-sight to instructor, presentation, peers | 5 | 4 | 2 | 1 |
| Instructor line-of-sight to student screen | 1 | 3 | 4 | 5 |
| Student interaction (line-of-sight and shared information) | 4 | 5 | 3 | 2 |
| Privacy for testing | 5 | 3 | 2 | 1 |
| Glare control | 2 | 3 | 4 | 3 |
| Classroom appearance/neatness | 5 | 5 | 4 | 2 |
| Monitor protection from damage and theft | 4 | 3 | 2 | 1 |
| Ease of tech maintenance | 3 | 4 | 4 | 3 |
| Easy to keep clean | 2 | 5 | 4 | 2 |
| Available workspace while using computer | 4 | 5 | 5 | 2 |
| Available workspace not using computer | 5 | 3 | 3 | 2 |

| | | | | |
|---|-----------|-----------|-----------|-----------|
| Leg room | 3 | 5 | 5 | 4 |
| Shared terminals/Team computing | 1 | 2 | 4 | 5 |
| Lab environment suitability | 3 | 5 | 4 | 3 |
| ADA accommodation for wheelchair access | 2 | 3 | 3 | 3 |
| Accommodation for adult height range | 3 | 5 | 4 | 2 |
| Grade 9-12 suitability | 4 | 5 | 4 | 2 |
| Grade 5-8 suitability | 2 | 5 | 4 | 2 |
| K-4 suitability | 1 | 4 | 3 | 2 |
| Un-weighted score** | 65 | 87 | 76 | 51 |
| <p>Based upon 36" wide x 30" deep student station with 17" monitor, tower CPU case, keyboard and mouse.</p> <p>* The chart includes Tables (TT) with monitor, CPU, keyboard and mouse all on the top surface.</p> <p>** It is suggested that you weight your specific curricular requirements and multiply the value for those criteria to obtain a valid conclusion.</p> | | | | |

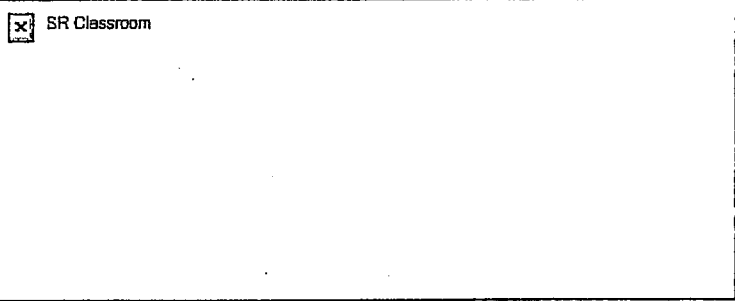
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SMARTdesks™ SR Series - Semi-Recessed Monitor Workstations

By positioning the monitor just below the horizontal sight plane, the computer can be the focus of activity without obstructing instruction or visual presentation.

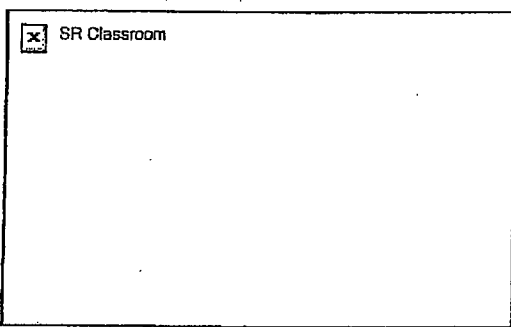
The Semi-Recessed Monitor configuration permits an open line of sight between student and instructor and to large screen presentations or work groups - depending on furniture orientation.



SR Classroom

SR3044 Single and UDSR3088 Double Workstations - Johns Hopkins University, Baltimore, MD

The SMARTdesks™ SR Series is made up of single workstations (36", 44", 60" and 72" standard sizes), double workstations (66", 72" and **NEW Ultra Series**, available in any width between 78" and 96") and instructor stations (60" and 72" sizes). There are two depths (30" and 36") to accommodate monitors ranging up to 21". The Convertible CPU Cabinet™, a SMARTdesks™ exclusive, accommodates either tower or desktop CPU cases (not available in the SR36).



SR Classroom

DSR3672 Double Workstations - Scoreboard, Inc., Herndon, VA


Features common to all SR Series SMARTdesks™:

- Integral Wire Management™ - Horizontal and vertical cable chases and standardized wire channeling enable desk-to-desk and desk-to-access-point wiring, easy IT maintenance and protect and conceal cables
- 28" wide Keyboard/Mouse Platforms with heavy-duty, full-suspension Acuride® glides
- 3mm PVC Edge-Banding on all exposed edges to provide soft and durable protection for both the furniture and the user.
- Custom Assembly System™ - Permanently positions any size monitor at the proper height and angle for computer based training.
- Over 800 top, base and trim combinations.

SMARTdesks™ SR Series options include: Worksurface Power/Data Ports, Rear Access Panels, Task Lights, Locking Security Doors, Surge-Suppressed Power Strips, Tablet Returns, Articulated Keyboard Arms and more...

SMARTdesks™ Semi-Recessed Monitor Workstations provide the perfect classroom environment for computer-based instruction without distraction or discomfort. [Click here to learn more.](#)

SMARTdesks™ Semi-Recessed Monitor Workstation Price List (for budgeting purposes only - shipping/handling charges and quantity discounts not included).

| SMARTdesks™ SR Series - Product Range | | | | |
|--|---|----------------------|--------------------|---|
| Get an SR Series Q-Quote ~ Click on product number for details | | | | |
| Single Stations | | WxDxH | CRT | Description |
| SSR-363030-TK9
SSR-363630-TK1 |  | 36x30x30
36x36x30 | 14"-19"
19"-21" | Single SR Workstation with pull-out keyboard/mouse tray, 10"w tower CPU bay, integral wire management |
| SSR-443030-CK9 | | 44x30x30 | 14"-19" | |

| | | | | |
|---|-------------------------------------|----------------------------------|-------------------------------|--|
| <u>SSR-443630-CK1</u>
<u>SSR-483030-CK9</u>
<u>SSR-483630-CK1</u> | <input checked="" type="checkbox"/> | 44x36x30
48x30x30
48x36x30 | 19"-21"
14"-19"
19"-21" | Single workstation with pull-out keyboard/mouse tray, 20"w convertible CPU cabinet, integral wire management |
| <u>SSR-603030-CK9</u>
<u>SSR-603630-CK1</u> | <input checked="" type="checkbox"/> | 60x30x30
60x36x30 | 14"-19"
19"-21" | Single workstation with keyboard/mouse tray, 10"w CPU bay, 20"w Convertible CPU/Storage Cabinet, Integral wire management |
| <u>SSR-723030-CK9</u>
<u>SSR-723630-CK1</u> | <input checked="" type="checkbox"/> | 72x30x30
72x36x30 | 14"-19"
19"-21" | Single workstation with keyboard/mouse tray, Two 20"w Convertible CPU/Storage Cabinets, Integral wire management |
| Double Stations | | WxDxH | CRT | Description |
| <u>DSR-603030-CK7</u>
<u>DSR-663030-CK9</u>
<u>DSR-663630-CK1</u> | <input checked="" type="checkbox"/> | 60x30x30
66x30x30
66x36x30 | 14"-17"
14"-19"
19"-21" | Double workstation with keyboard/mouse tray, 20"w Convertible CPU Cabinet, Integral wire management |
| <u>DSR-723030-CK9</u>
<u>DSR-723630-CK1</u> | <input checked="" type="checkbox"/> | 72x30x30
72x36x30 | 14"-19"
19"-21" | Double workstation with keyboard/mouse tray, 20"w Convertible CPU Cabinet, Integral wire management |
| <u>DSR-883030-CK9</u>
<u>DSR-883630-CK1</u> | <input checked="" type="checkbox"/> | 88x30x30
88x36x30 | 14"-19"
19"-21" | NEW Ultra Series Double workstation with keyboard/mouse tray, Convertible CPU bay, Integral wire management |
| <u>DSR-883030-TK9</u>
<u>DSR-883630-TK1</u> | <input checked="" type="checkbox"/> | 88x30x30
88x36x30 | 14"-19"
19"-21" | NEW Ultra Series Double workstation with keyboard/mouse tray, Two 10"w tower CPU bays, Integral wire management |
| <u>DSR-963030-CK9</u>
<u>DSR-963630-CK1</u> | <input checked="" type="checkbox"/> | 96x30x30
96x36x30 | 14"-19"
19"-21" | NEW Ultra Series Double workstation with keyboard/mouse tray, Two 10"w tower CPU bays, 20"w Convertible CPU Cabinet, Integral wire management |
| <u>TSR-103030-CK9</u>
<u>TSR-103030-CK1</u> | <input checked="" type="checkbox"/> | 100x30x30
100x30x30 | 14"-19"
19"-21" | NEW Triple workstation with keyb'd/mouse trays, 1-20"w Convertible CPU Cabinet, 1-10"w tower CPU bay, Integral wire management |
| Student Stations | | WxDxH | CRT | Description |
| <u>SSR-333028-TK7</u>
<u>SSR-333026-TK7</u>
<u>SSR-333024-TK7</u> | <input checked="" type="checkbox"/> | 33x30x28
33x30x26
33x30x24 | 14"-17"
14"-17"
14"-17" | Single, 10"w CPU, wire mgmt (9-adult)
Single, 10"w CPU, wire mgmt (5-8)
Single, 10"w CPU, wire mgmt (K-4) |
| <u>DSR-603028-TK7</u>
<u>DSR-603026-TK7</u>
<u>DSR-603024-TK7</u> | <input checked="" type="checkbox"/> | 60x30x28
60x30x26
60x30x24 | 14"-17"
14"-17"
14"-17" | Double, 18.5"w CPU, wire mgmt (9-adult)
Double, 18.5"w CPU, wire mgmt (5-8)
Double, 18.5"w CPU, wire mgmt (K-4) |
| <u>TSR-903028-TK7</u>
<u>TSR-903026-TK7</u>
<u>TSR-903024-TK7</u> | <input checked="" type="checkbox"/> | 90x30x28
90x30x26
90x30x24 | 14"-17"
14"-17"
14"-17" | Triple, 18.5"w CPU, wire mgmt (9-adult)
Triple, 18.5"w CPU, wire mgmt (5-8)
Triple, 18.5"w CPU, wire mgmt (K-4) |
| Student iMAC Stations | | WxDxH | CRT | Description |
| <u>SSR-303028-TKM</u> | | 30x30x28
30x30x26 | 15"iMAC
15"iMAC | Single iMAC Desk, wire mgmt (9-adult)
Single iMAC Desk, wire mgmt (5-8) |

| SSR-303026-TKM | <input checked="" type="checkbox"/> | 30x30x24 | 15"iMAC | Single iMAC Desk, wire mgmt (K-4). |
|--|-------------------------------------|----------------------|--------------------|--|
| SSR-303024-TKM | <input type="checkbox"/> | | | |
| DSR-603028-TKM | <input checked="" type="checkbox"/> | 60x30x28 | 15"iMAC | Double iMAC Desk, wire mgmt (9-adult) |
| DSR-603026-TKM | <input type="checkbox"/> | 60x30x26 | 15"iMAC | Double iMAC Desk, wire mgmt (5-8) |
| DSR-603024-TKM | <input type="checkbox"/> | 60x30x24 | 15"iMAC | Double iMAC Desk, wire mgmt (K-4) |
| ISR-903028-TKM | <input checked="" type="checkbox"/> | 90x30x28 | 15"iMAC | Triple iMAC Desk, wire mgmt (9-adult) |
| ISR-903026-TKM | <input type="checkbox"/> | 90x30x26 | 15"iMAC | Triple iMAC Desk, wire mgmt (5-8) |
| ISR-903024-TKM | <input type="checkbox"/> | 90x30x24 | 15"iMAC | Triple iMAC Desk, wire mgmt (K-4) |
| Instructor's Stations | | WxDxH | CRT | Description |
| ISR-603030-CK9
ISR-603630-CK1 | <input checked="" type="checkbox"/> | 60x30x30
60x36x30 | 14"-19"
19"-21" | Instructor's workstation with keyboard/mouse tray, 10"w CPU bay, 20"w Convertible CPU Cabinet, Integral wire management |
| ISR-723030-CK9
ISR-723630-CK1 | <input checked="" type="checkbox"/> | 72x30x30
72x36x30 | 14"-19"
19"-21" | Instructor's workstation with keyboard/mouse tray, Two 20"w Convertible CPU Cabinet, Integral wire management |
| ISR-603030-CA9
ISR-603030-CA1 | <input checked="" type="checkbox"/> | 60x30x30
60x36x30 | 14"-19"
19"-21" | NEW Sit-Stand Lectern/Desk with 3M™ articulated keyboard/mouse tray, 10"w CPU bay w/locking door, 20"w Conv. CPU/Storage cab. w/locking door, Wire mgmt, Desktop podium |
| ISR-723030-CA9
ISR-723030-CA1 | <input checked="" type="checkbox"/> | 72x30x30
72x36x30 | 14"-19"
19"-21" | NEW Sit-Stand Lectern/Desk with 3M™ articulated keyboard/mouse tray, 2-20"w Conv. CPU Cab. w/locking doors, Integral wire management, Desktop podium |



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1

TITLE OF THIS WORK ▼

SMARTdesks Internet Marketing System, 2005

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2

NAME OF AUTHOR ▼

a Peter J. Stengel

DATES OF BIRTH AND DEATH

Year Born ▼ Year Died ▼
1947 n/a

Was this contribution to the work a "work made for hire"?
☐ Yes
☒ No

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Name of Country

OR { Citizen of ▼ USA
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Text, drawings and design of the internet marketing system.

NAME OF AUTHOR ▼

b

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☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼
Domiciled in ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK

Anonymous? ☐ Yes ☒ No
Pseudonymous? ☐ Yes ☒ No

If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Briefly describe nature of material created by this author in which copyright is claimed. ▼

NAME OF AUTHOR ▼

c

Was this contribution to the work a "work made for hire"?
☐ Yes
☐ No

AUTHOR'S NATIONALITY OR DOMICILE
Name of Country

OR { Citizen of ▼
Domiciled in ▼

DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

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Pseudonymous? ☐ Yes ☐ No

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3

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This information must be given in all cases.

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Nation ▼ USA

4

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Peter J. Stengel
10717 Faulkner Ridge Circle
Columbia, Maryland 21044

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Page 1 of _____ pages

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CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/ZIP ▼

Scott A. Conwell
 Conwell, LLC, 2138 Priest Bridge Court, Suite No. 4,
 Crofton, Maryland 21114

Area code and daytime telephone number ▶ 410-451-2707

Fax number ▶ 410-451-2706

Email ▶ scott@conwellusa.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

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of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

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Peter J. Stengel

Date ▶

Handwritten Signature (X) ▼

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Crofton, Maryland 21114

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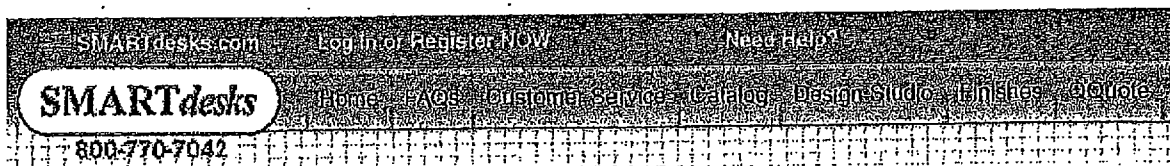
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* Print-out attached

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|----------------------------------|------------------------|--|
| index.asp | splash | Text derived from my original "1st 50 words" site description |
| topnav | Navigation Bar | Content, formatting, organization, design (execution by J. Kessel) |
| FAQ | "Who we are" | Concept, concept, organization. |
| background.asp | Links page | All content except flash media |
| link.asp | Policies page | All content (logos by permission) |
| policies.asp | | All content (copyright info altered by J Kessel - 2005) |
| Customer Service | | Concept, concept, organization |
| * shipping-faqs.asp | Shipping FAQ | All content and layout |
| Catalog | | Concept, concept, organization |
| catalog-index.asp | Catalog Section Index | Content and formatting (except photos) |
| computer-desks-workstations.asp | Catalog Index Sub-page | All text content, layout |
| computer-desks-fseries.asp | Desks Sub-page | All text content, layout |
| computer-desks-fseries.asp | Desks Sub-page | All text content, layout |
| * computer-desks-srseries.asp | Desks Sub-page | All text content, layout |
| computer-desks-dseries.asp | Desks Sub-page | All text content, layout |
| computer-desks-sfseries.asp | Desks Sub-page | All text content, layout |
| computer-desks-lseries.asp | Desks Sub-page | All text content, layout |
| monitor-config.asp | Desks Sub-page | All text content, layout |
| lecterns-podiums-index.asp | Catalog Index Sub-page | All text content, layout |
| mfl-lectern-podium.asp | Lectern Sub-page | All text content |
| mfp-lectern-podium.asp | Lectern Sub-page | All text content |
| msr-classic-lectern-podium.asp | Lectern Sub-page | All text content |
| msr-lectern-podium.asp | Lectern Sub-page | All text content |
| mdt-lectern-podium.asp | Lectern Sub-page | All text content |
| mss-glass-top-lectern-podium.asp | Lectern Sub-page | All text content |
| mlt-laptop-lectern-podium.asp | Lectern Sub-page | All text content |
| ergonomic-computer-chairs.asp | Seating Index | Layout - All sub-pages text content (photo images with permission) |

| | | |
|-----------------------------------|----------------------|--|
| Instructor-desk-workstation.asp | Desk Index | All text content - All sub-pages some text content |
| technology-tables-laptop-labs.asp | Table Index | All text content |
| storage-cabinets-carts.asp | SPEX Index | All text content - All sub-pages text and drawings content |
| * ergonomic-task-chairs.asp | Task Chairs | Text content and layout (photos by permission) |
| executive-seating.asp | Exec Chairs | Text content and layout (photos by permission) |
| lectern-drafting-stools.asp | Stools | Text content and layout (photos by permission) |
| swopper-ergonomic-chair.asp | Motion seating | Text content and layout (photos by permission) |
| seat-table-stack-chairs.asp | SeatTable | Text content (photos by permission) |
| stack-chairs.asp | Stacking Chairs | Text content and layout (photos by permission) |
| tablet-arm-chairs.asp | Tablet Arm Chairs | Text content and layout (photos by permission) |
| Design Studio | | Concept, concept, organization |
| design-studio.asp | Design Studio | All content (except photo images) |
| * design-mission.asp | Mission Statement | All content, layout |
| design-archive.asp | Design Studio | All content, drawings and formatting, all sub-pages |
| learning-ergonomics.asp | Design Studio | All content, programming, all sub-pages(except photo images) |
| * space-calculator.asp | Java tool | Java-script, content, layout, concept |
| links.asp | Design Studio | Site comment content (logo art by permission) |
| design-request-form.asp | Design Form | All content, formatting and coding |
| conroom-request-form_n.asp | Design Form | All content, formatting and coding |
| QQuote Tool | | Concept, concept, organization |
| * qqquote.asp | QQuote Frame | Coding (screen shot attached) |
| qqquote-1a.html | QQuote form page | Content and formatting (round button icons derived from my originals) |
| qqquote-2a.html | QQuote index page | All content, formatting and coding (except logo button icons) |
| desks1qqx.html | (select) SR Series | All content, formatting and coding (all sub-pages and spec .pdf files) |
| desks4qqx.html | (select) FP Series | All content, formatting and coding (all sub-pages and spec .pdf files) |
| desks6qq.html | (select) FI Series | All content, formatting and coding (all sub-pages and spec .pdf files) |
| desks5qqx.html | (select) SF Series | All content, formatting and coding (all sub-pages and spec .pdf files) |
| * desks2qqx.html | (select) Nova Series | All content, formatting and coding (all sub-pages and spec .pdf files) |
| desks3qqx.html | (select) DT Series | All content, formatting and coding (all sub-pages and spec .pdf files) |
| desks7qqx.html | (select) LT Series | All content, formatting and coding (all sub-pages and spec .pdf files) |

| | | |
|----------------------|-------------------------|--|
| trainqq.html | (select) TRAIN | All content, formatting and coding (except first image) |
| tables1qqx.html | (select) DEMI | All content, formatting and coding (all sub-pages and spec .pdf files) |
| tables2qq.html | (select) DLSeminar | All content, formatting and coding (all sub-pages and spec .pdf files) |
| CTI-FTI-qq.html | (select) Motif | All content, formatting and coding (all sub-pages and spec .pdf files) |
| PIANO-config-qq.html | (select) PIANO | Content, formatting and coding (All below "PIANO Configurations") |
| lecterns1qqx.html | (select) MPLEX | All content, formatting and coding (all sub-pages and spec .pdf files) |
| spex1qqx.html | (select) SPEX | All content, formatting and coding (all sub-pages and spec .pdf files) |
| sdchairs-qq.html | (select) Task Chairs | All content, formatting and coding (except photo images) |
| sdchairs1-qq.html | (select) Exec Chairs | All content, formatting and coding (except photo images) |
| sdstools-qq.html | (select) Stools | All content, formatting and coding (except photo images) |
| sdstack-qq.html | (select) Stack Chairs | All content, formatting and coding (except photo images) |
| ergoqq.html | (select) Ergo. Acc's | All content, formatting and coding (except Nova Retro image) |
| environqq.html | (select) Environ. Acc's | All content, formatting and coding (except photo images) |



Mission Statement and Design Philosophy

The Electronic Classroom Environment Comprises Seven Main Elements:

1. The Students
2. The Instructor
3. The Space
4. The Furnishings
5. The Hardware
6. The Software
7. The Network

The ideal learning environment integrates all of these elements based on the intended goal of the instruction offered. Although SMARTdesks™ manufactures only the workstations, lecterns, storage components, seating and accessories, *the primary mission of the Design Studio is to offer a total package* that provides an ergonomic interface for all of these seven main elements and, as a result, improves and enhances the learning experience.

Each SMARTdesks™ product is engineered to maximize specific learning activities. Rather than build environments based on a standard desk design and fit educational and technological applications to a single mold, SMARTdesks begins with the specifics of teaching and information delivery and provides task-based solutions using sophisticated manufacturing techniques. This process offers you the benefits of collaborative design and economical custom modification to meet specific curricular and spacial requirements.

The way student workstations are arranged within a classroom - the way students can interact with instructors, each other and learning materials - has a tremendous affect on achieving curricular goals. The SMARTdesks product selection is designed to meet multiple needs within a wide variety of standard configurations and sizes as well as custom capabilities - making a cohesive learning facility design not only possible, but desirable.

Basic design consultation services are included at no additional charge as an integral and necessary part of each SMARTdesks™ project. When you answer the information requested in the SMARTdesks™ Classroom Design Questionnaire®, we provide a free basic floor plan (via email), recommend product selections and ideal furniture configurations, and make suggestions about light control and cable and electric outlet locations. We provide this service at no charge because we are confident that our furniture - designed specifically for classroom and training environments - offers the most function and value available.

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| INSTRUCTION STATIONS | TECHNOLOGY TABLES | LAPTOP LABS | COMPUTER CONFERENCE TABLES | MEDIA STORAGE CAB
| ERGONOMIC TRAINING FACILITY ACCESSORIES |

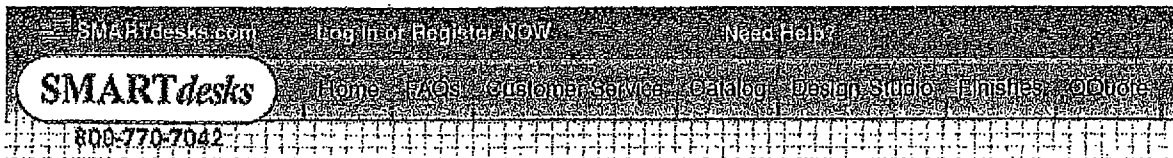


Transforming the future of education one classroom at a time™



SMARTdesks

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Determining Classroom Space Requirements



Catalog

A Javascript Calculator for use as a planning tool

In planning a classroom for computer-based training, it is important to leave enough space for students to move and position themselves comfortably without having to endure lack of elbow room, kneespace or interruption from students or the instructor passing behind them.

Here is a very basic calculator that will help you determine the appropriate size room to accommodate a variety of SMARTdesks™ student computer workstations and laptop worktables. Simply enter the number of students and the calculator will provide the minimum room size required in square feet for each work area size and product category.

| Enter number of student workstations: <input type="text"/> | | | |
|---|---|---|--|
| <input type="button" value="Calculate"/> <input type="button" value="Reset"/> | | | |
| Minimum Room Size Required | | | |
| DL Seminar™ Series
30"w x 20"d Worksurface
w/o keyboard tray
<input type="text"/> Sq. Ft. | DL Seminar™ Series
30"w x 24"d Worksurface
w/o keyboard tray
<input type="text"/> Sq. Ft. | IMAC SR and DT Series
PC D/TSR and D/DT
30"w x 30"d Worksurface
w/o keyboard tray
<input type="text"/> Sq. Ft. | Single PC SR and DT
33"w x 30"d Worksurface
w/o keyboard tray
<input type="text"/> Sq. Ft. |
| DSR3066, DSS3066
DDT3066, TSR30100
TSS30100, TDT30100
33"w x 30"d Worksurface
w/pull-out keyboard tray
<input type="text"/> Sq. Ft. | SR3036, SS3036
DT3036, DSR3072
DSS3072, DDT3072 36"w
x 30"d Worksurface
w/pull-out keyboard tray
<input type="text"/> Sq. Ft. | SR3636, SS3636
DT3636, DSR3672
DSS3672, DDT3672 36"w
x 36"d Worksurface
w/pull-out keyboard tray
<input type="text"/> Sq. Ft. | SR3644, SS3644
DT3644, UDSR3688
UDSS3688, UDDT3688
44"w x 36"d Worksurface
w/pull-out keyboard tray
<input type="text"/> Sq. Ft. |

The calculation assumes that desks/tables are arranged in rows with an aisle between rows of four (or less) stations and includes 120 square feet of instruction area. Most other arrangements will require more space per student, however, workstation clusters often permit greater density, especially in smaller rooms.

In addition, the calculator does not account for doorways, columns and pilasters or other architectural elements. To receive free planning assistance from the SMARTdesks™ Design Studio, fill out the Classroom Design Questionnaire®.

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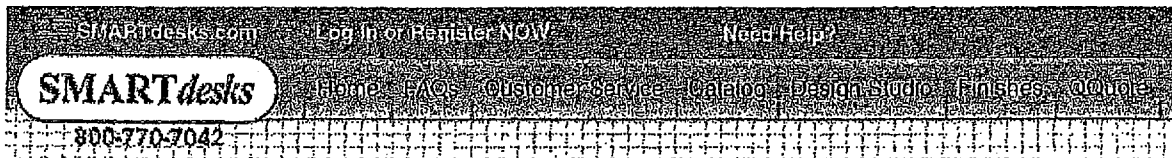


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SR Series Computer Desks + Workstations

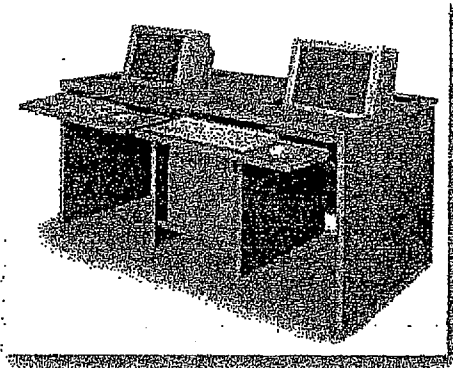


Catalog

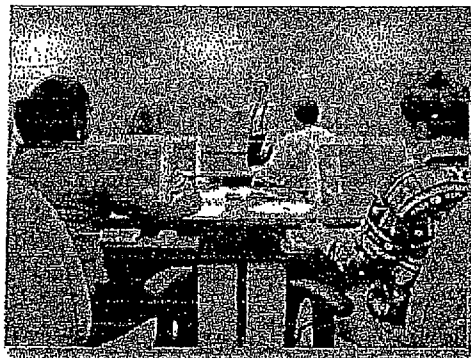
for Semi-Recessed Monitor Placement



Product Info



Two standard depths fit most monitor sizes positioning the screen at the ergonomically correct height, angle and distance for all types of Computer-Based Training (CBT).



A broad range of standard workstation widths take full advantage of all of your usable space and help meet classroom density requirements while multiple units increase versatility and reduce costs considerably.

Angle connectors permit a multitude of configuration options and, to meet special requirements, extended top sizes are available at a minimal upcharge (contact the Design Studio for an evaluation, plan and pricing).

Position the monitor within the student's field-of-view, just below the horizon line, and the monitor screen becomes the focus of activity without obstructing instruction or visual presentations.

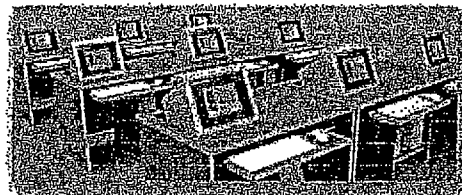
Not only do students get a better view, but it is easier for the teacher to maintain their attention because eye-to-eye visual contact is never broken.

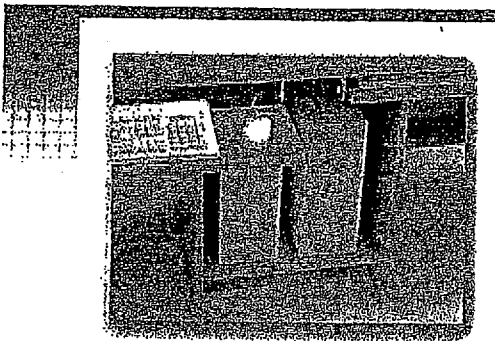
The "Heads Up" concept has been in use for years to allow fighter pilots to keep their concentration focused. Now you can add this ergonomic solution to your classroom environment in a neat package at an economic cost.

Semi-Recessed Monitors are the ideal solution for independent CBT. Because the monitor is also in the visual plane of the worksurface, students are comfortable in any position - making long sessions, shared computers and tutoring easier and noticeably boosting visual perception and the level of concentration.

SMARTdesks™ SR workstations offer plenty of legroom and 28" wide pull-out keyboard/mouse platforms with full-extension ball-bearing slides that are sturdy enough to lean on.

The desks are designed to conceal and protect all the wires that protrude from the back of the CRT and are the source of the cable clutter that seems to haunt most computer labs.

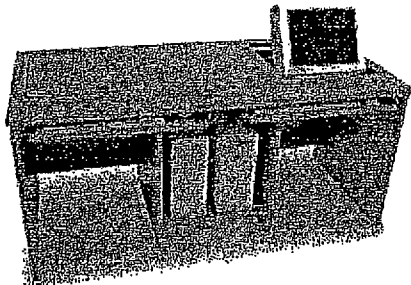




The convertible CPU cabinet, a SMARTdesk exclusive, is designed to accommodate either tower or desktop CPU cases so the desktop remains uncluttered with plenty of room for books and paperwork. An optional rear access panel is available so you never have to remove the CPUs to route wires or check connections.

An adjustable shelf offers additional storage for headsets and other equipment and supplies. With smaller form CPUs, there is even room for an optional pullout shelf to support a scanner. In fact, there is no limit to the lengths SMARTdesks will go to make our workstations meet your requirements.

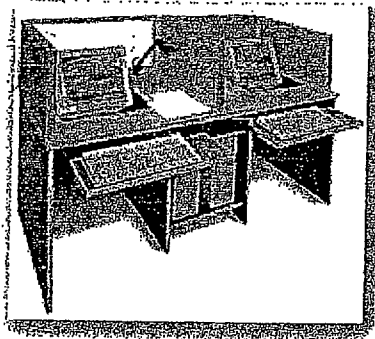
There is even a series of Semi-Recessed models for younger students. By eliminating the keyboard pullout and lowering the overall height, these desks reduce space requirements and movable components; offering even greater economy and durability. Three heights are available for grades K - adult in single, double and triple-desk configurations.



If technology changes, SMARTdesks™ is there to meet the challenge with options that include conversion panels that instantly fill in the cut-out opening and change the semi-recessed desk to a Desktop Monitor station or a Laptop Computer station. Half-depth fillers are also available to recover surface area if you switch to LCD flat panel displays.

With the limited lifetime warranty, you will get years of service from your SMARTdesks™ classroom without ever worrying whether the furniture will be able to support the technology of the future.

SMARTdesks™ builds desks for almost every special application imaginable. Custom modifications are standard and the unusual is our specialty.



The Language Lab Station™ offers both privacy and visibility with fabric-covered acoustical side panels and front panels of either fabric or clear lexan. Rather than reduce floor space, these removable panels rest on the desk top. Combined with task lighting and headset grommets, this desk is also ideal for testing and library study carrels.

Other examples of our custom capabilities include dual-monitor stations and single desks for two students. With the long list of options available, chances are a standard configuration will fulfill your requirements. But just in case, you know that SMARTdesks™ can do it. We do it every day.

Options Include:

- Power/Data Ports™ and Surge-Suppressed Power Strips
- Rear access panels
- Cable management accessories
- Dual-wheel locking

Standard Features:

- Integral Wire Management™ - Horizontal and vertical cable chases and standardized wire channelling enable desk-to-desk and desk-to-



SR Series Information

- Go to QQuote for Individual Product Information and Applicable Options
- SR Series Product Brochure - PDF format
- SR Series Specifications

| | | |
|---|--|---|
| <ul style="list-style-type: none"> casters for mobility Privacy Panels Desktop and Free Standing Acoustical/Tackable 3M™ Anti-Glare and Privacy Filters Task Lighting Locking doors and security devices Work surface-mounted Headset grommets Monitor Cap to secure and protect the video display Desk-to-desk angle connectors Writing tablet returns and pull-outs Keyboard/mouse platforms More (you'll find the appropriate options listed on each QQuote product page) | <ul style="list-style-type: none"> access point wiring provide easy, low maintenance and protect and conceal cables 28" wide Keyboard/Mouse Platforms with heavy-duty, full-suspension ball-bearing glides 3mm PVC Edge-Banding on all exposed edges to provide soft and durable protection for both the furniture and the user. Over 10,000 top, base and trim color combinations | <div data-bbox="1128 262 1323 304" data-label="Section-Header"> <h3>Special Links</h3> </div> <ul style="list-style-type: none"> QQuote - Project Estimator Classroom Design Questionnaire SMARTdesks Workstation Compari <div data-bbox="1023 630 1071 693" data-label="Image"> </div> <p>Back to top</p> |
|---|--|---|

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[ERGONOMIC TRAINING FACILITY ACCESSORIES](#)

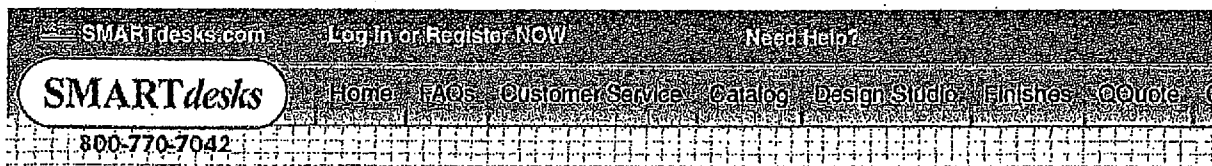


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Catalog

SMARTdesks Shipping FAQs

Frequently Asked Questions and Answers. Please contact us if you don't find the answers you are looking for!

PRE-DELIVERY FAQ

- How can we be sure our order is correct?
- How long will it take to deliver our order?
- Is it possible to obtain rush delivery?
- What is the least expensive method of shipping?
- Do we need "Advanced Notification"?
- What if no one is available to schedule delivery?
- How will we know when our furniture will arrive?
- Can we request a specific time of delivery?
- What if we must delay delivery after our shipment is on route?
- How soon must we notify SMARTdesks of a delay to avoid storage charges?

SECURITY AND SPECIAL REQUIREMENTS FAQ

- What must we do if our facility has special security requirements?
- Does SMARTdesks need to provide information to you prior to delivery?
- Why must we supply special delivery requirements in writing?

DELIVERY FAQ

- How do we determine if our loading dock is adequate?
- What if we need Lift-Gate Service?
- What if Lift-Gate Service isn't available?
- What if we have a forklift or pallet jack?
- What is Basic Inside Delivery service?
- Do we need Special Inside Delivery service?
- Will the furniture arrive ready to use?
- Is Assembly Service available as an option?
- Can you ship the furniture pre-assembled?
- For inside delivery service, what should we tell you about our facility?
- Why should we supply specific features about the building?
- Where is the Delivery Questionnaire?
- Where is the Shipping Department Contact Form?

SHIPPING DAMAGE AND MISSING ITEM CLAIMS F.

- What should we do if items are missing that are listed on the Bill of Lading?
- What should we do if there is visible damage to crates or cartons?
- What do we do if we discover damage to any part?
- Why must we file the claim?
Can't SMARTdesks file the claim for us?
- We arranged for "just in time" delivery and made claim, but we need to set up our classroom now. What can you do to help?
- Where is the Contact Shipping Department form?
- Where is the Fix-It form?

WARRANTY REPAIRS AND RETURN AUTHORIZATION

- What do we do about concealed damage and/or missing parts or hardware?
- What if we don't receive what we ordered?
- What if the furniture does not fit in our room as the original plan?
- What if we just don't like what we get?
- What if something fails under warranty?
- What can we do if the damage is not covered by the warranty?
- Where can we locate the terms and conditions?
- Where can we locate the warranties index?

CONTACT FAQ


- Is there a list of phone and fax numbers and e-mail addresses?
- Where can we find the Delivery Questionnaire?
- Where is the Fix-It Form we need to provide info for repairs and returns?
- Where can we find the Shipping Department Contact Form?
- Where can we find the Sales Department Contact Form?
- Where can we find the Design Studio Contact Form?

PRE-DELIVERY FAQ

Q. How can we be sure our order is correct?

<http://www.smartdesks.com/shipping-faqs.asp>

11/4/2005



A. Upon receipt of your order, we send you an Order Confirmation. This document includes the item numbers, quantity and descriptions of the products you ordered along with your finish choices, shipping method and the inside delivery and assembly options you selected. Before your order can be put into the production schedule, we must have your signed Order Confirmation. Check this document carefully, sign it and fax it to 877-620-7411.

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Q. How long will it take to manufacture and deliver our order?



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A. Standard delivery time is 5-6 weeks after receipt of your purchase order - dependent, partly on your distance from the factory and on the products you have selected. At certain times of the year, this may extend to 7-8 weeks from receipt and entry of your order. To enter your order, we must have all finish and delivery information. Pre-scheduling (prior to order entry) may be available under certain circumstances. Use the Sales Department Contact Form to obtain pre-scheduling information.

Q. Is it possible to obtain rush delivery?



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A. We will enter your request for rush delivery (4 weeks or less) for a 10% upcharge at the time of order entry. Indicate "Rush Delivery Required" on the QQuote Form to obtain a rush quote. If we cannot meet your delivery date, you will not be charged for rush service. After an order is entered and scheduled, we generally cannot add this expedited delivery service.

Q. What is the least expensive method of shipping?



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A. If we can ship to a 48-52" high loading dock or you have a forklift and you have receiving personnel on hand during normal business hours (the driver is not required to assist in moving your furniture from the truck) and we can ship without advanced notification, let us know. We will quote delivery at the lowest possible pre-paid rate. We will provide you with the name of the freight forwarding company and "Bill of Lading" number so you can track the shipment.

Q. Do we need "Advanced Notification"?



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A. If you don't have a full-time receiving department or the delivery is going directly to the classroom, the Bill of Lading (BOL) will indicate "Advanced Notification Required" or "Notify before Delivery". This note instructs freight company to call your Primary (or secondary) Point of Contact - usually the day before your furniture is to arrive - to confirm shipping arrangements and verify that you are ready to receive delivery.


Q. What if no one is available to schedule delivery?



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A. If the Advance Notification call is not answered or the Point of Contact is unavailable, the freight company may not load or attempt your delivery until this is accomplished. Therefore, be sure to provide both Primary and Secondary Points of Contact as soon as you receive your Purchase Order Confirmation from our sales department and keep us up-to-date if these contacts change. This significantly helps to ensure a timely and properly-communicated delivery.

Q. How will we know when our furniture will arrive?



A. If you are expecting a shipment with Advance Notification, you will be contacted prior to the delivery by the SMARTdesks Shipping Department after your order has been manufactured and as soon as the freight forwarding company issues a Bill of Lading (BOL). The BOL confirms with certainty that your shipment has been picked up, is on route to you, and projects the service date, your delivery date.


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Q. Can we request a specific time of delivery?

A. You may request a guaranteed delivery window of two hours for a slight upcharge. The guarantee does not cover events beyond the shipping company's control (weather, road conditions and other factors) and you will be notified in advance if rescheduling is necessary.


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Q. What if we must delay delivery after our shipment is on route?

A. Shipments that cannot be delivered because your classroom renovation is not finished, your loading dock is unavailable or for other reasons, may be subject to applicable storage or detentions fees based upon weight of shipment and days stored at the freight forwarder's local terminal. If you are too late to stop a final delivery to your location, redelivery charges may apply as well. Be sure to notify us and the shipping company that you are unable to receive delivery as soon as you can.

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Q. How soon must we notify SMARTdesks of a delay to avoid storage charges?

A. As soon as you know you need to delay a scheduled delivery, contact SMARTdesks using the Shipping Department Contact Form. We may be able to delay your order. Once a job is in production, however, we cannot hold shipment very long and if we must store your furniture there will be a small storage fee including charges to move your furniture to our storage facility. The SMARTdesks Shipping Department will work with you to help you rearrange the schedule and explain all of the options available to you.

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SECURITY AND SPECIAL REQUIREMENTS FAQ



Q. What must we do if our facility has special security requirements?

A. Fax us at 877-620-7411 with all of your special requirements when you receive your Order Confirmation. Typically, requirements include some or all of these: Photo identification, SS#, DOB, Full name and Work permit number of each laborer, Driver's CDL#, Whether and when escort is required, Proof of insurance, Up-to-date vehicle registration, Bill of lading (BOL) and/or work order from their company identifying what is being delivered and/or what is to be done on site (etc.).

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Q. What if we need this information prior to delivery?

A. Be sure to indicate whether we must notify your designated Primary or Secondary Point of Contact with any or all of the above in advance. If you do not inform us in writing of special requirements and delivery cannot be completed, you may incur redelivery charges.

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Q. Why must we supply special delivery requirements in writing?

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A. We need to supply this information to the shipping company, the labor service and the installers and everyone involved is responsible for meeting the requirements. We want to be sure your instructions are followed to the letter and that delivery is completed without any delays.



DELIVERY FAQ

Q. How do we determine if our loading dock is adequate?

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A. We ship on trailers that are generally 50-54' long and require 75-80' with the tractor included. Your loading dock's length, available turning radius, access for backing-up to the dock and from the street must accommodate the truck's dimensions. Standard loading docks are commonly 48-52" in height. Is your dock within these parameters? If not, you will need a fork-lift and the ability to move furniture from the trailer. If you do not have the equipment or man-power, you will require Lift Gate Service.

Q. How do we know if we need Lift-Gate Service?



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A. When there is no loading dock, a truck with a hydraulic lift-gate enables the pallets of furniture to be brought safely to ground level. Generally, these are smaller trucks which are able to access other potential receiving areas in your facility, enabling a delivery near front or side doors or ramps - closer to the room where the units are going or to nearby elevator access. Lift-Gate Service may add a day or two to delivery time to allow for the transfer to a lift-gate equipped vehicle.

Q. What if Lift-Gate Service Isn't available in our area?



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A. If Lift-Gate Service is not available at your location, pallets or pre-assembled units must be off-loaded by several people. The driver is not required to assist in moving your furniture from the truck. We will advise you of this in your Order Confirmation along with the charges for personnel to accomplish the unloading safely.



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Q. What if we have a forklift or pallet jack?

A. If you have access to a forklift or pallet jack to off-load the pallets capable of bringing them to ground level instead of using lift gate service, you will not need Lift-Gate Service.



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Q. What is Basic Inside Delivery Service?

A. Trucking companies deliver to your loading dock. The driver is not automatically expected to unload your furniture. If you request basic Inside Delivery Service, the driver will use a pallet jack to move furniture from the interior of the truck to your receiving area if it is level with the trailer bed. In some instances (not normally), the driver can be retained to move the palletized items to a nearby first floor location and rarely (at best and if a large enough freight elevator is

available) the driver will transport the pallet to another floor. The trucking company will never uncrate and unpack the merchandise nor will they cart away the refuse.

Q. When might we need Special Inside Delivery Service?



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A. Special Inside Delivery Service includes bringing the unit to the ultimate destination within the building. It also includes uncrating and unpacking of pallets and disposal of packing materials in an appropriate receptacle that you designate and provide. If you do not have the capability to move and uncrate the furniture, you will need Special Inside Delivery Service. If you wish, we will contract with a local labor force to meet the truck and perform the necessary moving, unpacking and disposal functions.

Q. Will our furniture arrive ready to use?



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A. Based on the quantities shipped, your distance from the factory and other specific factors you supply, SMARTdesks will determine the best and least expensive method to help you get your classroom set up. In most cases, the least expensive method is to ship furniture in the most compact form possible with assembly occurring onsite, rather than at the factory. Our furniture is designed to be easily assembled on site and we provide relatively simple assembly instructions if you and your staff are willing and able to do this. You may wish to review the Assembly Instructions to decide if you can do this.

Q. Is Assembly Service available as an option?



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A. Although our RTA construction is engineered to be fast and very simple, Optional Assembly Service is available at an upcharge for most locations in the US. Note that, for some areas and small projects, an additional charge for travel time may be applied.

Q. Can you ship the furniture pre-assembled?



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A. Yes. Generally this incurs a more expensive freight rate, but, depending on the quantity, type and accessibility of the final location of the furniture, set-up delivery is sometimes the best method. However, when set-up delivery is too costly or not feasible, we can arrange for Optional Assembly Service to set up the furniture after it has reached it's final location at the job site. This service is especially useful if you plan to store the furniture until the space is ready.

Q. For Inside Delivery Service; what should we tell you about our facility?



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A. To provide accurate inside delivery costs and to have the necessary equipment on hand to facilitate moving the furniture, we ask you the following in the Delivery Questionnaire:

- To whom and where should delivery workers report?
- On what floor/level will the furniture be placed?
- Provide the room number. A diagram of the delivery pathway is also helpful.
- Provide W x H of doorways. (we assume doorways will be 36" w x 80" h)
- Provide W x H of elevator door and W x D x H of the elevator cab.
- Notify us of tight turns in halls or other features that may impede delivery including possible obstruction by construction contractors or computer equipment deliveries.
- Is there a 4-wheel dolly or hand-truck available to facilitate movement of

...furniture within your facility?

Our delivery teams are very resourceful and can work through most problem areas but anything about the site that causes our workers delays in completing their tasks (that we do not plan for) may result in additional charges.



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Q. Why should we supply specific features about the building?

A. If we did not know certain specific building features when the job was initially quoted, inside delivery charges would have been based on the assumption that your delivery would go to the first level, or an upper level with the use of an elevator. However, the cost of "Inside Delivery" must be adjusted if it has to be hand-carried up or down stairs or around difficult obstacles.



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Q. Where can we locate the Delivery Questionnaire?

A. The information on the Delivery Questionnaire is required to provide a final price quote and enter your order if the information hasn't been previously entered, if there are special requirements or has changed from the information you provided on when you registered (Update Registration). [Click here to go to the Delivery Questionnaire now.](#)



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Q. Where can we locate the Shipping Department Contact Form?

A. [Click here to go to the Shipping Department Contact Form now.](#)

WARRANTY REPAIRS AND RETURNS FAQ



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Q. What do we do about concealed damage and/or missing parts or hardware?

A. Because it is a major component of our Quality Control System to package each shipment carefully based on many years of experience and trucking industry recommendations, concealed damage and missing items are a rarity at SMARTdesks. Nevertheless, damages may occur and on rare occasions items are omitted from the shipment or the wrong item is shipped in error. To expedite the shipment of replacement parts, you will need to print out the first sheet of the Assembly Instructions for the affected product and note the items damaged or missing from the list of parts. If the item is shipped set-up, use the drawings in the Assembly Instructions to locate the damaged area on the unit. The Service department will determine the best way to solve the problem as quickly as possible to meet your time-critical needs. Print out the Fix-It Form (PDF) and fax it along with the marked-up Assembly Instructions sheet(s) to 877-620-7411. If you can, email us digital photos of the damaged part(s) or unit as well.



Q. What should we do if there is visible damage to crates or cartons?

A. Sign for the shipment; briefly describe damage and add "Accepted Subject to Inspection" so you are covered for any resulting claim. Our experience has shown that although typical freight damage to the crate may have resulted in the need for a few replacement parts; they didn't



Q. What do we do if we discover damage to any parts?



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A. Call our shipping department at 866-511-2122. Then, send a detailed report by using the Fix-It Form or fax a note to the Shipping Department (noting the damaged components on the parts list of the appropriate Assembly Instructions) to 877-620-7411. We will immediately order your replacement parts and help you file a claim for the damaged items. We cannot help you if you do not note the missing items and we may need you to fax your copy of the receiving documents to help you file a claim, but we will see that your classroom is up and running as fast as possible.

Q. Why must we file the claim? Can't SMARTdesks file the claim for us?



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A. When we ship something to you via Common Carrier (the trucking company), by law, ownership transfers to the consignee (you) when the merchandise leaves our loading dock. You must file the claim but we will be happy help you.

Q. We arranged for "just in time" delivery and made a claim, but we need to set up our classroom now. What can you do to help?



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A. SMARTdesks goes to extraordinary lengths "to make things right" as quickly as possible. As soon as you present us with a copy of the freight claim on the BOL and a Fix-It Form for missing or damaged items, we will institute a trace or, if necessary, ship out replacements on an expedited basis. We know your business depends on timely delivery and installation of our furniture and we will do everything we can to be sure this occurs.

Q. Where can we locate the Shipping Department Contact Form?



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A. Click [here](#) to go to the Shipping Department Contact Form now.

Q. Where can we find the Fix-It Form?




[Back to Top](#)

A. It is best to use the Fix-It Form to initiate a repair, obtain missing or replacement parts or a return authorization. The form is designed to gather and organize all necessary information to expedite your request. Click [here](#) to go to the Fix-It Form now.

CLAIMS FAQ FOR FREIGHT DAMAGE AND MISSING ITEMS

Q. What should we do if items are missing that are listed on the Bill of Lading (BOL)?



A. First, you must make a note of the missing items on the receipt you sign for the goods. Then use the Shipping Department Contact Form or fax us at (877-620-7411) and we will help you trace the missing items. We cannot help you if you do not note the missing items on the shipping receipt and we may need you to fax your copy of the receiving documents to help you file a claim.

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Q. What if we don't receive what we ordered?



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A. Contact the shipping department in writing with a description of the issue via the Shipping Department Contact Form or by fax (877-620-7411). Do not refuse the shipment or attempt to return the item(s) to us without a Return Authorization. We will rectify the error or omission as quickly as possible to meet your time-critical needs.

Q. What if the furniture does not fit in our room according to the original plan?



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A. The layouts provided by the design studio are drawn to scale based on the information you provide us and specific standards and codes concerning classroom design. Most problems occur because the room location changed after you placed your order or wasn't built as specified. If this is the case, contact the design department in writing with a description of the issue via the Design Studio Contact Form. We will give your project priority attention and work with you to adjust the layout to solve the problem as best we can. If the furniture was not specified according to the plan by our sales department or manufactured incorrectly, we will do whatever is necessary to modify the items needed to get the job to fit your space. Even if you did not use our design services, if you need help, feel free to contact the Design Studio after your furniture arrives for possible layout solutions.

Q. What if we just don't like what we get?



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A. First, please refer to SMARTdesks Terms and Conditions of Sale. Because all SMARTdesks products are built to order and we make every effort on our website and in our personal contact with you to provide you with complete specifications and the opportunity to view actual material samples before you order, we generally cannot authorize a return. We will, however, do everything we can to help you realize your goal of achieving the best learning environment possible by suggesting ways for you to work around problems that occur and ways that we can help with estimated cost (if any). Contact the sales department in writing with a description of the issue and reference the Design, QQuote or Job Number in the subject area on the Sales Department Contact Form or by fax (877-620-7411).

Q. What if something fails under warranty?



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A. If the damage occurs during normal use, it is likely that it is covered under the SMARTdesks warranty. Contact the service department using the Fix-It Form and use the parts list in the Assembly Instructions to note the affected part. We will get you a replacement as soon as we can. Note that certain options, accessories and seating may be covered under separate manufacturers' warranty (see the Warranty Index). Upon receipt of the Fix-It form we will discuss the problem with you to provide as rapid and satisfactory a solution as possible.

Q. What can we do if the damage is not covered by the warranty?



A. If a piece is damaged while moving it, by your cleaning crew or by misuse, vandalism, etc,

and SMARTdesks is not responsible, you will find that because of our modular construction, you need only specify the damaged or missing part and we can send it to you at a very modest charge. We keep the programs for everything we make, so even if your job was customized, replacement parts should not be an issue. The only problem may be if the finish has been discontinued. Click here to go to the Fix-It Form now.



Q. Where can we find the SMARTdesks Fix-It Form regarding repairs and returns?

[Back to Top](#)

A. It is best to use the Fix-It Form to initiate a repair, obtain missing or replacement parts or a return authorization. The form is designed to gather and organize all necessary information to expedite your request. Click here to go to the Fix-It Form now.



Q. Where can we find SMARTdesks Terms and Conditions of Sale

[Back to Top](#)

A. The SMARTdesks Terms and Conditions of Sale is published on our website and appended to our price lists. It spells out your responsibilities and ours. Click here to go to the Terms and Conditions Page now.



Q. Can you provide us with a link to the Warranties Index?

[Back to Top](#)

A. In addition to the general warranty covering SMARTdesks products, we also list the individual warranties from a number of our suppliers which supercede our coverage. Click here to go to the Warranty Index Page now.

CONTACT FAQ



Q. Is there a list of all SMARTdesks contact forms, phone and fax numbers?

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A. The most efficient way to contact any of the SMARTdesks departments is through our contact forms. This assures you that your transmittal will be read by the appropriate member of our staff and archived with your order information. Nevertheless, there are moments when the telephone is your best tool. Go to the Contact SMARTdesks page to see all contact information.



Q. Where can we find the SMARTdesks Delivery Questionnaire?

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A. The information on the Delivery Questionnaire is required to provide a final price quote and enter your order if the information hasn't been previously entered, if there are special requirements or it is different from the information you provided when you registered (Update Registration). Click here to go to the Delivery Questionnaire now.



Q. Where can we find the SMARTdesks Fix-It Form?

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A. It is best to use the Fix-It Form to initiate a repair, obtain missing or replacement parts or a return authorization. The form is designed to gather and organize all necessary information to expedite your request. Click here to go to the Fix-It Form now.



Q. Where can we find the SMARTdesks Shipping Department Contact Form?

A. Click here to go to the Shipping Department Contact Form now.

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Q. Where can we find the SMARTdesks Sales Department Contact Form?

A. Click here to go to the Sales Department Contact Form now.

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Q. Where can we find the SMARTdesks Contact Design Studio Contact Form?

A. Click here to go to the Design Studio Contact Form now.

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Transforming the future of education one classroom at a time™



SMARTdesks

Copyright © 1996-2005 - CBT Supply dba SMARTdesks™ - PO Box 391 Hibernia, NJ 07842-0391 - phone: 800.770.7042 - fax: 877.620.7042


| | | | |
|---|-------------------------------------|---|--|
| SMARTdesks.com Log In or Register Now Need Help? | | Home FAQs Customer Service Catalog Design Studio Finishes Quote Contact Us | |
| SMARTdesks
800.770.7042 | | | |
| QQuote Instructions
Required fields in the form on the right are marked with a red asterisk *. Please call us - 800.770.7042 - if you have difficulties with this form. | | | |
|    | |  | |
| View Products, select from any of the pull-down menus below. | | | |
| Products | | | |
| Desks and Workstations
***** Select ***** | <input type="button" value="View"/> | | |
| Table Systems
***** Select ***** | <input type="button" value="View"/> | | |
| Podiums and Cabinets
***** Select ***** | <input type="button" value="View"/> | | |
| Seating
***** Select ***** | <input type="button" value="View"/> | | |
| Enter Quantity and Item Number (include hyphens) from the Product List. | | | |
| Add Options from the list on each product page - separate with a forward slash (i.e., SSR-363030-CK9 / SPS / DWG / RAP) Heavy-Duty Casters, Vent Fans, Surge Protectors and the like are all OPTIONS that must be added if desired. | | | |
| Next, choose the appropriate Color Guide. Click View. | | | |
| Finishes & Fabrics Color Guide | | | |
| SMARTdesks Finishes <input type="button" value="View"/> | | <input type="button" value="View"/> | |
| Enter color number(s) for the specific item or series. | | | |
| View essential ergonomic, electrical and organizational accessories, environmental controls and instructional tools. Click View. | | | |
| Accessories, Controls and Tools | | | |
| QQuote Form
 Katrina's Impact on shipments to the Gulf States | | We do not conduct transactions online. The information you provide is for pricing purposes only. It does not obligate you to purchase anything. Your information is held in strictest confidence and is not shared, rented or sold to e-mail marketers - or anyone - for any purpose. Thank you for allowing us the opportunity to prepare your proposal. | |
| Contact Information:
Email* _____
First Name* Last Name* _____
Organization* _____
Address* _____
City* _____ | | State/Province, Country (N. America)* _____ | |

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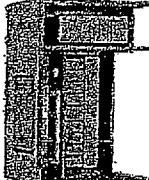
SMARTdesks
 800-570-7042

NOVA by SMARTdesks Workstations [Back]



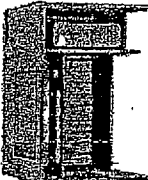
SNS-363030-TK9
 Single sub-surface monitor workstation (36" w x 30" d) w/10" w CPU bay, integral wire mgmt

- Specifications PDF
- SS-Series Options
- NOVA Laminates Colors



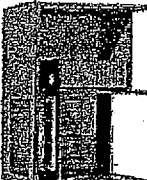
SNS-443030-TK9
 Single sub-surface monitor workstation (44" w x 30" d) w/10" w CPU bay, integral wire mgmt

- Specifications PDF
- SS-Series Options
- NOVA Laminates Colors



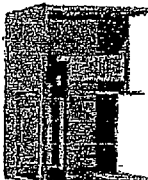
SNS-443630-TK1
 Single sub-surface 21" monitor workstation (44" w x 36" d) w/10" w CPU bay, integral wire mgmt

- Specifications PDF
- SS-Series Options
- NOVA Laminates Colors




SNS-443030-CK9
 Single sub-surface monitor workstation (44" w x 30" d) w/20" w CPU bay, integral wire mgmt

- Specifications PDF
- SS-Series Options
- NOVA Laminates Colors




SNS-443630-CK1
 Single sub-surface 21" monitor workstation (44" w x 36" d) w/20" w CPU bay, integral wire mgmt

- Specifications PDF
- SS-Series Options
- NOVA Laminates Colors



QQuote Form



Katrina's Impact on Shipments to the Gulf States

We do not conduct transactions online.
 The information you provide is for pricing purposes only. It does not obligate you to purchase anything. Your information is held in strictest confidence and is not shared, rented or sold to e-mail marketers or anyone for any purpose. Thank you for allowing us the opportunity to prepare your proposal.

Contact Information:

Email*

First Name* Last Name*

Organization*

Address*

City*

State/Province* Country (N. America)*

<http://www.smartdesks.com/qquote.asp>

11/3/2005



SMARTdesks™ FP Series Product Specs

DFP-723030-TKF Double Semi-Recessed (15" - 18") LCD Monitor Workstation

Materials and Construction Specifications

SR Monitor Cutouts (2) – With soft vinyl T-mold edges to accommodate recessed monitor. Sized to accept up to 18" Flat Panel Display.

Monitor Shelves (2) – Custom Assembly System™ provides height adjustable monitor support platform offering additional structural strength once fixed in place. Shelves are edge-banded in 3mm PVC to provide a soft, rounded, user-friendly finish.

Tower CPU Bay (2) – Each accommodates mid-tower CPU case.

Top Surface - 0.048" thick, high-pressure laminate (exceeds performance requirements of NEMA 3-1995 Grade HGS) bonded to 30mm thick 50 lb. medium density particleboard with phenolic resin impregnated backer sheet. All edges are banded in 3mm thick, color-thru PVC mechanically applied under pressure and heat.

Base Panels - 0.020" thick melamine coated finish thermally fused to both sides of 19mm thick 47 lb. medium density particleboard. All exposed edges (including bottom edges in contact with the floor - to prevent water damage) are banded in 3mm thick, color-thru PVC mechanically applied under pressure and heat.

Keyboard/Mouse Platform – Pullout platform at 27" above floor match base panel finish and edge trim. Mounted with full-extension ball bearing slides with lifetime warranty.

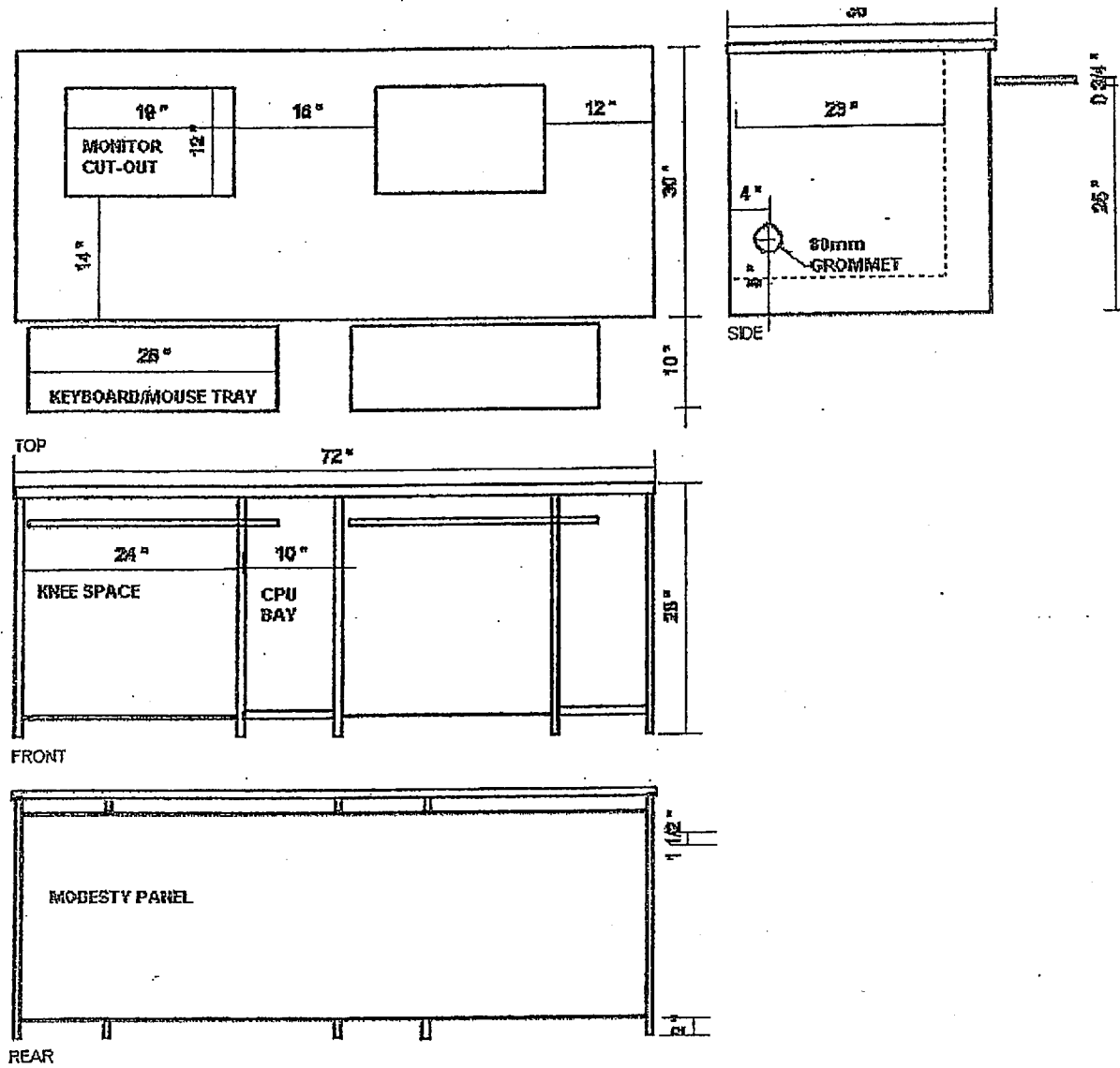
Construction – European 32mm woodworking technology employing steel-to-steel pin and cam connections (thru-drilled for full panel integrity) where needed to provide durability, ease of assembly and modularity.

Ventilation – Panels are assembled to permit adequate airflow around components.

Floor Glides - All units are provided with standard adjustable 1 1/4" steel leveling glides with vinyl shield attached to metal inserts in the vertical support panels. 3/4" height adjustment range.

Integral Wire Management™ - Vertical and horizontal wire channeling, 80mm side access grommets are positioned to align with other components and wall power/data access points.

SMARTdesks™ - FP Series Workstations Product Specs - DFP-723030-TKF



Enclosure (9)

State of Maryland
Department of
Assessments and Taxation

Charter Division



Governor

C. John Sullivan, Jr.
Director

Paul B. Anderson
Administrator

CONWELL, LLC ATTORNEYS AT LAW
SCOTT CONWELL, ESQ.
STE 4
2138 PRIEST BRIDGE CT
CROFTON MD 21114

Date: 11/16/2005

This letter is to confirm acceptance of the following filing:

TRADE NAME : SMARTDESKS
DEPARTMENT ID : T00233589
TYPE OF REQUEST : TRADE NAME REGISTRATION
DATE FILED : 11-16-2005
TIME FILED : 12:08-PM
RECORDING FEE : 25.00
EXPEDITED FEE: . . : 70.00
COPY FEE : 21.00
FILING NUMBER : 1000361992152060
CUSTOMER ID : 0001697448
WORK ORDER NUMBER : 0001140486

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK
ORDER NUMBER ON ANY INQUIRIES.

Charter Division
Baltimore metro area (410) 767-1350
Outside metro area (888) 246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395
Toll free in Maryland (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TTY/Voice- Fax (410) 333-7097
Website: www.dat.state.md.us

0003719985

ctace

LOCATION ADDRESS: SMARTDESKS
10717 FAULKNER RIDGE CIR
COLUMBIA MD 21044

OWNER ADDRESS: PETER J STENGEL
10717 FAULKNER RIDGE CIR
COLUMBIA MD 21044

NOTICE: Effective January 1, 2004

As a result of a change in State law, the annual report fee for most legal entities (including LLCs and LLPs) has increased to \$300. This fee is for the privilege of maintaining a legal entity's existence in Maryland, and is due and payable with the filing of the personal property return. The increase is effective for any return, regardless of year, filed after 12/31/2003.

There continues to be no annual report fee for non-stock corporations, churches, foreign interstate companies, sole proprietorships, and general partnerships, but these entities must still file a personal property return annually.

STATE OF MARYLAND
Department of Assessments and Taxation

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO RIGHTS OF TRADE NAMES OR THE RIGHTS OF TRADE NAMES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

SMARTDESKS IS A TRADE NAME FILED IN THE AGENCY RECORD ON NOVEMBER 16, 2005

THE FILING IS STILL IN EFFECT.

PETER J STENGEL IS LISTED AS THE OWNER OF THIS TRADE NAME.

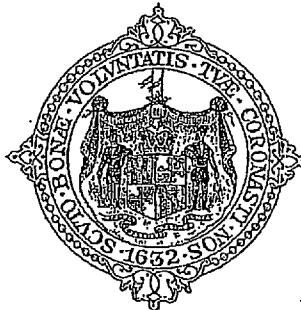
THE LOCATION AND ADDRESS OF THIS TRADE NAME IS:

SMARTDESKS
10717 FAULKNER RIDGE CIR
COLUMBIA MD 21044

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS NOVEMBER 16, 2005.

Paul B. Anderson

Paul B. Anderson
Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1344 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

0003719987

crblnk

Enclosure (10)



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TESS was last updated on Wed Dec 21 04:12:38 EST 2005

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| NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC | | | | | |

Logout Please logout when you are done to release system resources allocated for you.

Start List At: OR Jump to record: Record 1 out of 9

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| TARR Status | ASSIGN Status | TDR | TTAB Status |
|-----------------------------|-------------------------------|---------------------|-----------------------------|

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SMARTdesks

| | |
|-----------------------------|---|
| Word Mark | SMARTDESKS |
| Goods and Services | IC 020. US 002 013 022 025 032 050. G & S: Computer furniture. FIRST USE: 19961231. FIRST USE IN COMMERCE: 19961231 |
| Standard Characters Claimed | |
| Mark Drawing Code | (4) STANDARD CHARACTER MARK |
| Design Search Code | |
| Serial Number | 78768870 |
| Filing Date | December 7, 2005 |
| Current Filing Basis | 1A |
| Original Filing Basis | 1A |
| Owner | (APPLICANT) Peter J. Stengel INDIVIDUAL UNITED STATES 10717 Faulkner Ridge Circle Columbia MARYLAND 21044 |
| Attorney of Record | Scott A. Conwell |
| Type of Mark | TRADEMARK |
| Register | PRINCIPAL |
| Live/Dead Indicator | LIVE |

| | | | | | | | | | |
|---------------------------|---------------------------|----------------------------|---------------------------|-----------------------------|---------------------------|---------------------|----------------------|---------------------------|---------------------------|
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| NEXT LIST | FIRST DOC | PREV DOC | NEXT DOC | LAST DOC | | | | | |

Enclosure (11)



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Trademarks > Trademark Electronic Search System(Tess)

TESS was last updated on Wed Dec 21 04:12:38 EST 2005

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[NEXT LIST](#) [FIRST DOC](#) [PREV DOC](#) [NEXT DOC](#) [LAST DOC](#)

Logout Please logout when you are done to release system resources allocated for you.

Start List At: OR Jump to record: **Record 2 out of 9**
[TARR Status](#) [ASSIGN Status](#) [TDR](#) [TTAB Status](#) (Use the "Back" button of the Internet Browser to return to TESS)


Word Mark SMARTDESKS
Goods and Services IC 020. US 002 013 022 025 032 050. G & S: Computer furniture. FIRST USE: 19961231. FIRST USE IN COMMERCE: 19961231
Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code 26.11.27 - Oblongs
Serial Number 78751976
Filing Date November 11, 2005
Current Filing Basis 1A
Original Filing Basis 1A
Owner (APPLICANT) Stengel, Peter J. INDIVIDUAL UNITED STATES 10717 Faulkner Ridge Circle Columbia MARYLAND 21044
Attorney of Record Scott A. Conwell
Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "smartdesk" or "smartdesks" APART FROM THE MARK AS SHOWN
Description of Mark The mark consists of The words ?smart? and ?desks? combined as a single word in bold, Times New Roman font face with ?smart? in standard upper case and ?desks? in lower case italics. The name, ? SMARTdesks?, is surrounded by a single line ?racetrack? oval enclosing white-space (approximately 60% of font height) surrounding the word.
Type of Mark TRADEMARK
Register PRINCIPAL-2(F)
Live/Dead Indicator LIVE

Enclosure (12)

X-Sender: 10mb_bps@mail.10mb.com
X-Mailer: Windows Eudora Pro Version 3.0 (32)
Date: Fri, 12 Dec 1997 16:43:47 -0700
To: Peter Stengel <webmaster@workspace-resources.com>
From: Accounts Dept <bps@10mb.com>
Subject: Re: 123 Go Global Online Store Order Confirmation

At 11:45 AM 12/12/97 -0500, you wrote:
>>>>

123 Go Global Online Store Order Confirmation received re: SMARTDESKS.COM

Attached, find confirmation of DNR from InterNIC. Please provide correct Primary and Secondary net server addresses ASAP so we can modify. Also, please fax password to 410-992-1794 so we can upload site ASAP.

Thanks,

Peter Stengel (webmaster@workspace-resources.com)

Enclosure (13)

>Date: Mon, 22 Dec 1997 13:29:33 -0500 (EST)
 >To: peter@clark.net
 >From: invoice@internic.net
 >Subject: INVOICE
 >
 >TO: Date: 19-DEC-1997
 >Peter Stengel
 >10717 Faulkner Ridge Circle
 >Columbia, MD 21044
 >United States
 >
 >FROM: Scan Code: 000002032001100008
 >Network Solutions, Inc.
 >PO Box 17305
 >Baltimore, MD 21297-0525
 >United States
 >
 >Federal ID # 52-1146119
 >VOICE: +1 (703) 742-4777
 >FAX: +1 (703) 318-9125
 >E-MAIL: billing@internic.net
 >
 >
 >*****
 >
 >*****
 >
 >E-MAIL INVOICE FOR DOMAIN REGISTRATION/RENEWAL
 >
 >***** Please DO NOT REMOVE Version Number
 >*****
 >
 >Invoice Version Number: 1.1
 >
 >***** Please see attached detailed instructions
 >*****
 >
 >By this payment, Registrant agrees to the terms and conditions of the
 >current Domain Registration Agreement.
 >
 >Invoice Information
 >1a. Invoice Number.....: 203200 (Use this
 >number to pay by credit card over the
 >phone.) 1b. Invoice Date.....: 16-DEC-1997 1c.
 >Invoice Due Date.....: 18-JAN-1998
 >
 >Domain Information
 >2a. Registered Domain Name.....: SMARTDESKS.COM
 >
 >Thank you for registering the Internet/World-Wide Web domain name
 >shown above.
 >Timely receipt of payment will ensure registration services for the
 >period noted above. This fee is non-refundable.
 >
 >GENERAL INSTRUCTIONS
 >

>This will be the only invoice sent via e-mail. In a few days, you
>should receive a hard copy invoice via postal service to the above
>street address.
>If you wish to pay by check, please wait for the hard copy invoice. It
>contains a scannable remittance stub and return envelope. To avoid
>delays in processing your payment DO NOT send a check to us with this
>e-mail invoice.
>If you wish to pay by check, please wait for the hard copy invoice. It
>contains a scannable remittance stub and return envelope. To avoid
>delays in processing your payment DO NOT send a check to us with this
>e-mail invoice.
>
>To Pay by Check:
> Please use the remittance stub from the hard copy invoice you
should
> receive shortly. If you do not receive a hard copy invoice
within
> 7 days, please call us at (703) 742-4777.
>
>To Pay By Credit Card or Confirm Payment:
> We accept all major credit cards. Call (888) 771-3000 Toll-Free
from
> the United States, Canada, Puerto Rico and the U.S. Virgin
Islands.
> Outside of these areas, call (402) 496-9798.
> Both numbers are available 24 hours a day, 7 days a week.
>
> Or:
> Go to <http://rs.internic.net/pay> on the World-Wide Web to use
Network
> Solutions' online payment system or the First Virtual Internet
payment
> system.
>
>To Pay on Account:
> Send e-mail to accounts@internic.net with the domain name,
invoice number
> and 16-digit account number.
>
>For all other billing inquiries send e-mail to billing@internic.net,
or
>call
>(703) 742-4777 from 7:00am to 9:00pm Eastern Time.

Enclosure (14)

X-Sender: 10mb_bps@mail.10mb.com
X-Mailer: Windows Eudora Pro Version 3.0 (32)
Date: Fri, 19 Dec 1997 14:21:25 -0700
To: Peter Stengel <webmaster@workspace-resources.com>
From: Accounts Dept <bps@10mb.com>
Subject: Re: SMARTDESKS.COM

At 11:50 AM 12/19/97 -0800, you wrote:

>>>>

X-Sender: eveb@mail.10mb.com
X-Mailer: Windows Eudora Pro Version 3.0 (32)
Date: Thu, 18 Dec 1997 22:00:12 -0500
To: Peter Stengel <webmaster@workspace-resources.com>
From: 123 Go Global Customer Service <custserv@10mb.com>
Subject: Re: SMARTDESKS.COM
Cc: sales@10mb.com

At 09:35 PM 12/18/97 -0500, you wrote:

>>>>

Hi-

We have the SMARTDESKS.COM site up and running.

1. Please set mail (smartdesks@10mb.com) to forward to
(DSGNFRM@IX.NETCOM.COM)

<<<<

<<<<

The alias has been set-up and shall be active by tomorrow afternoon.

>>>>

>>>>

2. If you can, set cc: to (sales@workspace-resources.com) - Let me know.

<<<<

<<<<

Sorry, can't c.c. as that will be a special set-up.

Angela

>>>>

>>>>

(BTW, is this something I could - or should be able to do myself?)

<<<<

Sometime in the future maybe, but for now we'll do it for you.

>>>>

3. Having trouble with CGI - same email form, same script, same permissions (755) that runs just fine on our site < <http://www.workspace-resources.com/mailfrm1.htm> > won't run on the SMARTdesks site < <http://www.smartdesks.com/mailfrm1.htm> >? Do you need to turn something on? I continually get this message:

<<<<

Double check your settings with the directions you have for setting up the cgi script. If that doesn't work, please put your question out on the web forum for one of the other web designers to answer.

Regards,

>>>>

"Internal Server Error

The server encountered an internal error or misconfiguration and was unable to complete your request.

Please contact the server administrator, webmaster@elecomm.net and inform them of the time the error occurred, and anything you might have done that may have caused the error."

TIA for your assistance.

Peter Stengel

Peter Stengel
webmaster@workspace-resources.com
WorkSpace Resources
<http://www.workspace-resources.com/>
"Link Up And Thrive"

<<<<

Eve Berg
Customer Service
123 Go Global
<http://www.10mb.com>
custserv@10mb.com

Now offering FrontPage Server Extensions!
The best wholesale prices, quality, and customer service on the net!
Offering our FAST OC-12 connection speed, low wholesale prices, CGI Scripts, and web
resources galore!

<<<<

<<<<

Angela Yiu
Accounts Dept
bps@10mb.com

We wish you a Merry X'mas & a Happy and Prosperous New Year!
20% BONUS ? Yes, We are now offering a 20% credit for annual web site rental pre-
payment! Please see our web site for more details.
123 Go Global
<http://www.10mb.com> </blockquote></x-html>

Enclosure (15)

NetworkSolutions

WHOIS Search Results

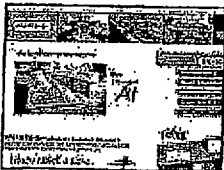


The page cannot be displayed

The page you are looking for is currently unavailable. The Web site

WHOIS Record For

smartdesks.com



Certified Offer Service - Make an offer on this domain
Backorder - Try to get this name when it becomes available
Private Registration - Make personal information for this domain private
SSL Certificates - Make this site secure
Site Confirm Seals - Become a trusted Web Site

Make this info private

Registrant:
CBT Supply Inc.
PO Box 391
Hibernia, NJ 07842
US

Domain Name: SMARTDESKS.COM

Administrative Contact :
CBT Supply Inc.
jkorber@smartdesks.com
PO Box 391
Hibernia, NJ 07842
US
Phone: 8007707042
Fax: 8776207411

Technical Contact :
Administrator, DNS **
dnsadmin@BDOL.COM
3 Regency Plaza
Suite 23
PROVIDENCE, RI 02903

View Order

BUY THE AVAILABLE
EXTENSIONS
FOR THIS DOMAIN NA

| | | |
|------------|-------------------------------------|-----|
| smartdesks | <input checked="" type="checkbox"/> | .or |
| smartdesks | <input checked="" type="checkbox"/> | .in |
| smartdesks | <input checked="" type="checkbox"/> | .bi |
| smartdesks | <input checked="" type="checkbox"/> | .tv |
| smartdesks | <input checked="" type="checkbox"/> | .us |
| smartdesks | <input checked="" type="checkbox"/> | .cc |
| smartdesks | <input checked="" type="checkbox"/> | .w |
| smartdesks | <input checked="" type="checkbox"/> | .bz |
| smartdesks | <input checked="" type="checkbox"/> | .vg |
| smartdesks | <input checked="" type="checkbox"/> | .gr |
| smartdesks | <input checked="" type="checkbox"/> | .tc |
| smartdesks | <input checked="" type="checkbox"/> | .m |

Continue

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.co

Search by:

Domain Name

NIC Handle

IP Address

US
Phone: 401.276.4700
Fax: 401.276.4701

Record expires on 09-Dec-2011
Record created on 10-Dec-1997
Database last updated on 06-Jul-2004

Domain servers in listed order: Manage DNS

CUJO.BDOL.COM 207.51.72.43
DNS.INTAP.NET 208.162.119.125

Show underlying registry data for this record

Current Registrar: NETWORK SOLUTIONS, LLC.
IP Address: 72.46.4.128 (ARIN & RIPE IP search)
IP Location: US(UNITED STATES)-RHODE ISLAND-PROVIDENCE
Record Type: Domain Name
Server Type: IIS 6
Lock Status: REGISTRAR-LOCK
Web Site Status: Active
DMOZ: 1 listings
YI Directory: see listings
Secure: No
E-commerce: Yes
Traffic Ranking: Not available
Data as of: 21-Oct-2005



Get a Web Site Fast and Easy
Our hosting packages gets you started with a Web site and a FREE domain.



Search Through Thousands of Expired Domains
Don't miss your chance to find a domain name you want. Place a Backorder on an expired domain name today.



Enclosure (16)

From: Paul Asselin [mailto:paul@smartdesks.com]
Sent: Wednesday, December 21, 2005 1:10 PM
To: 'Scott A. Conwell, Esq.'; 'Peter Stengel'
Subject: RE: your assistance

Scott: you might want to send this to Peter directly. I am not sure if he has access to smartdesk e-mail

Paul J. Asselin, IIDA
Director of Design
SMARTdesks.com
PH: 800-770-7042 ext 802
FX: 877-620-7411

-----Original Message-----

From: design-request@smartdesks.com [mailto:design-request@smartdesks.com] **On**
Behalf Of Scott A. Conwell, Esq.
Sent: Wednesday, December 21, 2005 1:02 PM
To: 'Peter Stengel'
Subject: RE: your assistance

[XXX DELETED ATTORNEY-CLIENT INFORMATION XXX]

Scott A. Conwell, Esq.
CONWELL, LLC
2138 Priest Bridge Court, Suite No. 4
Crofton, MD 21114
Phone: 410-451-2707
FAX: 410-451-2706
Email: scott@conwellusa.com

Litigation / Appeals ★ Homeland Security ★ Immigration ★ International ★
Contracts
Patents / Trademarks / Copyrights / IP ★ Technology ★ Small Business
General Practice ★ Divorce ★ Employment ★ Automobile Accidents ★
Workers' Comp

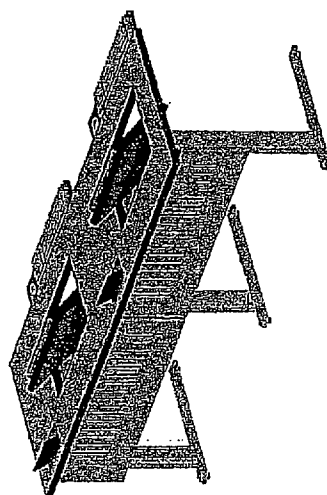
This email may contain confidential or privileged information. If
you believe you have received this message in error, please
notify the sender by reply transmission and delete the message
without copying or disclosing it.

From: Peter Stengel [mailto:design@smartdesks.com]
Sent: Wednesday, December 21, 2005 12:21 PM
To: Scott A. Conwell, Esq.
Subject: RE: your assistance

Hi Scott -

[XXX DELETED ATTORNEY-CLIENT INFORMATION XXX]

SMARTdesks Design Studio | www.smartdesks.com
Tel: 800-770-7042 (x 802) Fax: 877-620-7411
"The intelligent choice for smarter learning environments."



Enclosure (6)

Copyright Office fees are subject to change.
For current fees, check the Copyright Office
website at www.copyright.gov, write the Copy-
right Office, or call (202) 707-2000.



REGISTRATION NUMBER

| | |
|--------------------------------|-----|
| TX | TXU |
| Effective Date of Registration | |
| Application Received | |
| Deposit Received | Two |
| One | |
| Fee Received | |

Examined By

Correspondence ☐

TYPE OR PRINT IN BLACK INK. DO NOT WRITE ABOVE THIS LINE.

Title of This Work:

1

Alternative title or title of
larger work in which this
work was published:

SMARTdesks Internet Marketing System, 1999

Name and Address of
Author and Owner of the
Copyright:

2

Peter J. Stengel
10717 Faulkner Ridge Circle
Columbia, Maryland 21044

Nationality or domicile:
Phone, fax, and email:

Phone (410) 992-7727 Fax ()
Email pstengel@comcast.net

Year of Creation:

3

1996

If work has been published,
Date and Nation of
Publication:

4

a. Date December 31 1996 (Month, day, and
Day Year year all required)
b. Nation USA

Type of Authorship
in This Work:

5

☒ Text (includes fiction, nonfiction, poetry, computer programs, etc.)
☒ Illustrations
☐ Photographs
☐ Compilation of terms or data

Check all that this author created.

Signature:

6

Registration cannot be
completed without a
signature.

I certify that the statements made by me in this application are correct to the best of my knowledge. * Check one:
☒ Author ☐ Authorized agent

Name and Address of
Person to Contact for
Rights and Permissions:
Phone, fax, and email:

7

☐ Check here if same as #2 above.
Scott A. Conwell, Esq., Conwell, LLC, 2138 Priest Bridge Court, Suite No. 4
Crofton, Maryland 21114
Phone (410) 451-2707 Fax (410) 451-2706
Email scott@conwellusa.com

8

Certificate
will be
mailed in
window
envelope to
this address:

Name

Scott A. Conwell

Number/Street/Apt

2138 Priest Bridge Court, Suite No. 4

City/State/ZIP

Crofton, Maryland 21114

9

Deposit Account #

Name

Complete this space only
if you currently hold a
Deposit Account in
the Copyright
Office.

DO NOT WRITE HERE Page 1 of 1 pages

*17 U.S.C. § 506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



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The electronic classroom, computer training,
multimedia instruction & interactive learning

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The intelligent choice for smarter learning environments™

Discover a unique collection of Classroom Furniture engineered to meet the training requirements of the information age.

Deal directly with the factory in active collaboration with our designers. Get the Innovative Products you need at prices that fit your budget.

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Fill out the Contact Form or the Classroom Design Questionnaire. Our experienced staff will recommend what you need to build smarter learning environments - One desk at a time or a complete computer lab.

SMARTdesks™ make teaching easier.™

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Download, View and Print the SMARTdesks™ Electronic Classroom Planning Guide™
You will need Adobe® Acrobat® Reader and you can download it here for free.

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PO Box 4463 - Lutherville, MD, 21094 Tel: 800.770.7042 Fax: 410.628 1969 Email: info@smartdesks.com
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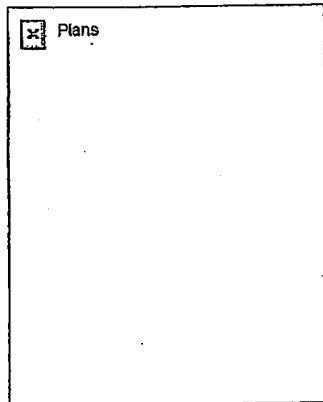
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**Move the furniture around.
Build the ideal stage to
do the magic that is
teaching...**

**[Click Here](#)
To Learn More!™**

SMARTdesks Design Studio™

In addition to classroom and training center furniture, SMARTdesks™ provides space planning for smarter learning environments. Read our mission statement and design philosophy in the **[Design Studio FAQ](#)**.

Plans Online: The learning environment emphasizes what and how you teach by enhancing what and how students learn. You are welcome to view our new archive of past and current SMARTdesks™ projects.

FREE Answers to your Planning Questions. The Design Studio provides individualized consultations, floor plans, assists in locating cable drops and electrical outlets, suggests lighting control and seating options and helps to develop a schedule of colors and finishes. To receive assistance from the Design Studio, fill out the **[Classroom Design Questionnaire](#)**®.

Clients: Partial list of recently completed Design Studio projects.

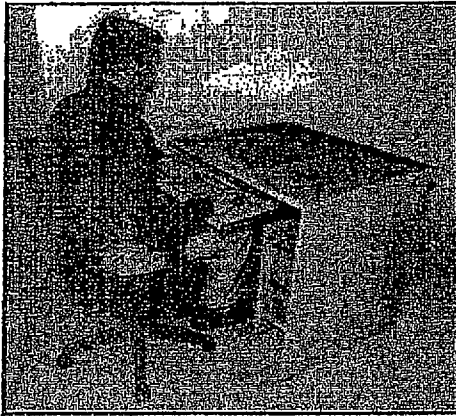
Classroom Ergonomics Checklist helps you design a safe and healthy learning environment and some tips on providing ergonomic training.

Contact the SMARTdesks™ Design Studio. We help you get it right the first time!



Furniture for the electronic classroom, multimedia instruction, computer training & interactive learning. Protects equipment, promotes proper ergonomic posture, maximizes work area.

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- **SMARTdesks™ Workstations** - Single, double and instructors' desks with desktop, semi-recessed and sub-surface monitor configurations.
- **Tables** - DEMI™ Team Computing Tables, CT Interactive™ Conference Tables and DL Seminar™ Tables.
- **MPLEX™ Multimedia Lecterns** - Fixed and Mobile Presentation and Instruction Stations.
- **SPEX™ Storage & Support Components** - Cabinetry for the connected classroom.
- **SMARTchairs™ - Ergonomic Computer Chairs** - Engineered for both classroom use and all-day training sessions.
- **Instructional Accessories and Options**

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| |
| Assembly Inst. |
| Finish Options |

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 PO Box 4463 - Lutherville, MD, 21094 Tel: 800.770.7042 Fax: 410.828.1969 Email: info@smartdesks.com
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Design Studio

Please Include complete Information. If you don't get an automated response in a few minutes, your email address is incorrect.

Click Here to send a [Message](#).
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Click Here to get a [Catalog](#).

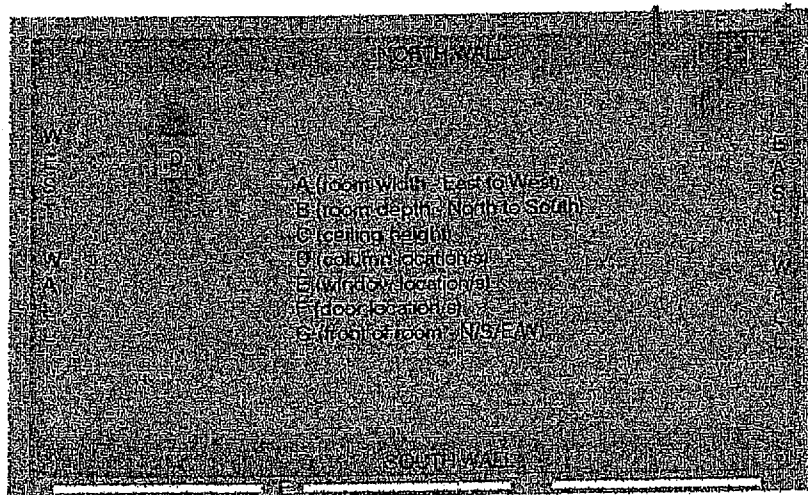
Classroom Design Questionnaire™

1. Contact Information: Info Needed For Free Design Service

| | | | |
|--------------|---|----------------------------|------------------------------|
| *Email | <input type="text"/> | | |
| Contact | <input type="text"/> | | |
| Organization | <input type="text"/> | | |
| Address | <input type="text"/> | | |
| City | <input type="text"/> | State <input type="text"/> | ZIP <input type="text"/> |
| Telephone | <input type="text"/> | Fax <input type="text"/> | Country <input type="text"/> |
| Entity | None Selected <input type="button" value="Select"/> (Please select one) | | |

2. Project Information: Info Needed For Free Design Service

| | | | |
|-------------------|----------------------|------------|----------------------|
| Project Name | <input type="text"/> | | |
| Installation Date | <input type="text"/> | Quote Date | <input type="text"/> |



Room Dimensions and Features: (please show dimensions in feet/inches)

| | | | | | |
|----------------|----------------------|-----------------|--|--------------------|---|
| a. Room Width: | <input type="text"/> | b. Room Length: | <input type="text"/> | c. Ceiling Height: | <input type="text"/> |
| d. Column 1 | <input type="text"/> | from the | Select <input type="button" value="Select"/> | wall and | <input type="text"/> |
| Column 2 | <input type="text"/> | from the | Select <input type="button" value="Select"/> | wall and | <input type="text"/> |
| Column 3 | <input type="text"/> | from the | Select <input type="button" value="Select"/> | wall and | <input type="text"/> |
| e. # | <input type="text"/> | Windows on the | Select <input type="button" value="Select"/> | wall are | <input type="text"/> inches above the flo |

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Windows on the Select ☐ wall are _____ inches above the flo

f. Door 1 is on the Select ☐ wall, _____ from the Select ☐ wall.

Door 2 is on the Select ☐ wall, _____ from the Select ☐ wall.

g. Orientation: The Select ☐ wall is to be the front of the room.

Comments: (lighting, flooring, other features) _____

3a. Classroom Size:

Grade Level ☐ K-4 ☐ 5-8 ☐ 9-12 ☐ University/Adult

Typical Session Length ☐ 1 hour ☐ 2 hours ☐ Half day ☐ Full day

Number of Students _____ Number of Computers _____

Each terminal to be used by ☐ 1 ☐ 2 ☐ 3 ☐ 4 or more students.

3b. Classroom Focus:

☐ (CBT) Computer-Based Training ☐ Multi-use (computer use less than 50%)

3c. Subject/s Taught:

☐ Computer Training/Software Instruction ☐ Hardware/Network Training

☐ CAD, Graphics, Desktop Publishing ☐ Multimedia Instruction

Other: _____

Distance Learning Environment: ☐ Originating ☐ Receiving

Other Describe: _____

4. Student Stations | Equipment:

Stations should offer: ☐ privacy for testing ☐ interaction with other students

☐ line-of-sight to instructor while at the computer ☐ group project efficiency.

Stations should restrict student access to: ☐ floppy/zip drives, CD-rom, DVD

☐ monitor controls ☐ CPU controls.

Platform: ☐ PC ☐ MAC ☐ Other: _____

CPU case: ☐ Tower ☐ Desk Top ☐ CRT/CPU Combination ☐ Laptop

Monitor size: ☐ 14" ☐ 15" ☐ 17" ☐ 19" ☐ 21" ☐ 15" Flat Screen

Additional equipment: ☐ laser disc ☐ headphones ☐ speakers

Other: _____

Comments: _____

5. Instructor's Station | Equipment:

Configuration: ☐ Stand-Up Lectern ☐ sit-down desk

Line-of-Sight to ☐ Students or ☐ Monitors

Platform: ☐ PC ☐ MAC ☐ Other: _____

CPU case: ☐ Tower ☐ Desk Top ☐ CRT/CPU Combination ☐ Laptop

Monitor size: ☐ 14" ☐ 15" ☐ 17" ☐ 19" ☐ 21" ☐ 15" Flat Screen

☐ Laser Disc ☐ Headphones ☐ Speakers ☐ Fax/Phone ☐ VCR

☐ A/V Racking ☐ Overhead Camera | Other: _____

☐ Light controls ☐ D/L Camera/Monitor Controls ☐ A/V Controls

☐ Student Workstation Monitoring | Other Controls: _____

A

Comments:

6. Equipment In Room:

a. # Printers Type ☐ b. # Scanner Stations - Networked ☐
 c. Projector Select ☐ d. X Screen Select ☐
 e. # in. Video Monitors ☐
 f. ☐ Video Cameras - Quan. ☐ Locations ☐
 g. ☐ Marker Boards - Quan. ☐ Size X on ☐ Select ☐ and ☐ Select ☐ wall
 h. Computer Board located on ☐ Select ☐ wall
 i. ☐ Tack Boards - Quan. ☐ Size X Locations ☐
 j. Other Equipment, Comments:

7. Storage Requirements:

☐ Printer Supplies
☐ Media - Describe: ☐
☐ Equipment - Describe: ☐
☐ Books - Shelf inches: ☐ Max Height ☐
☐ Files - File inches: ☐ ☐ letter ☐ legal
 Other Storage: ☐

8. Security Concerns:

Access to facility: Select ☐
☐ CPU access - Floppy Drive ☐ Equipment theft prevention
 Other Security Concerns: ☐

9. IT Issues:

a. Network: ☐ Fiber-optic ☐ Cat 5 | Type ☐ LAN ☐ WAN ☐ Wireless
 b. Cable Access: ☐ Raised Floor ☐ Floor Outlet ☐ Wall Outlet
 c. Tech Support: ☐ In-house ☐ Contracted
 d. Computer Equipment: ☐ New or On Order ☐ Existing ☐ Standardized
☐ Mixed equipment and/or multiple platforms
 e. Other IT Issues: ☐

Send Mail!

Clear Form

Up To Top

A copy of this request will be sent to the email address indicated above.

Enclosure (5)



P.O. Box 391 • Hibernia, NJ 07842-0391
Phone: 800.770.7042 • Fax: 877.620.7411
Web: www.smartdesks.com • e-mail: sales@smartdesks.com

Peter Stengel
10717 Faulkner Ridge Circle
Columbia, MD 21044

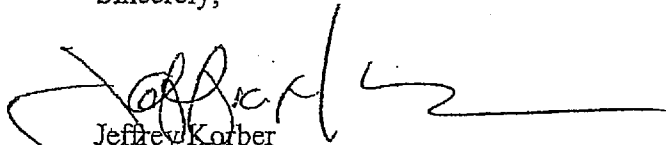
August 17, 2005

Dear Peter,

The Commission agreement dated 6, June 2001 between CBT Supply Inc and Niche Direct.com (NDC) will not be carried forward past December 2004 FYE.

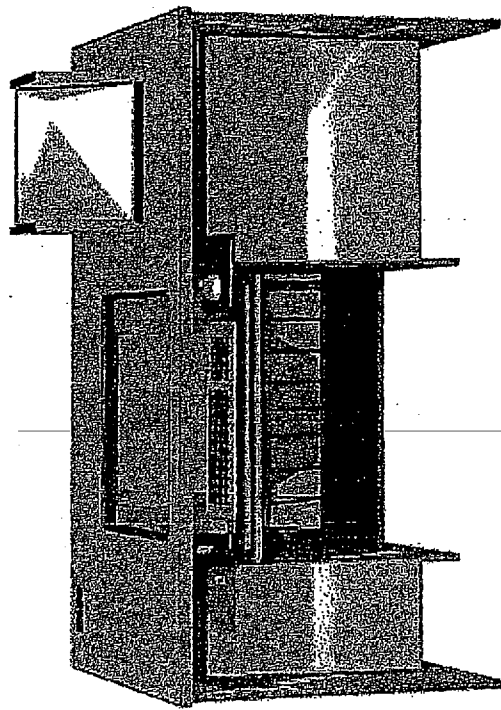
In reality, the terms of the agreement formally expired on December 31, 2003.

Sincerely,

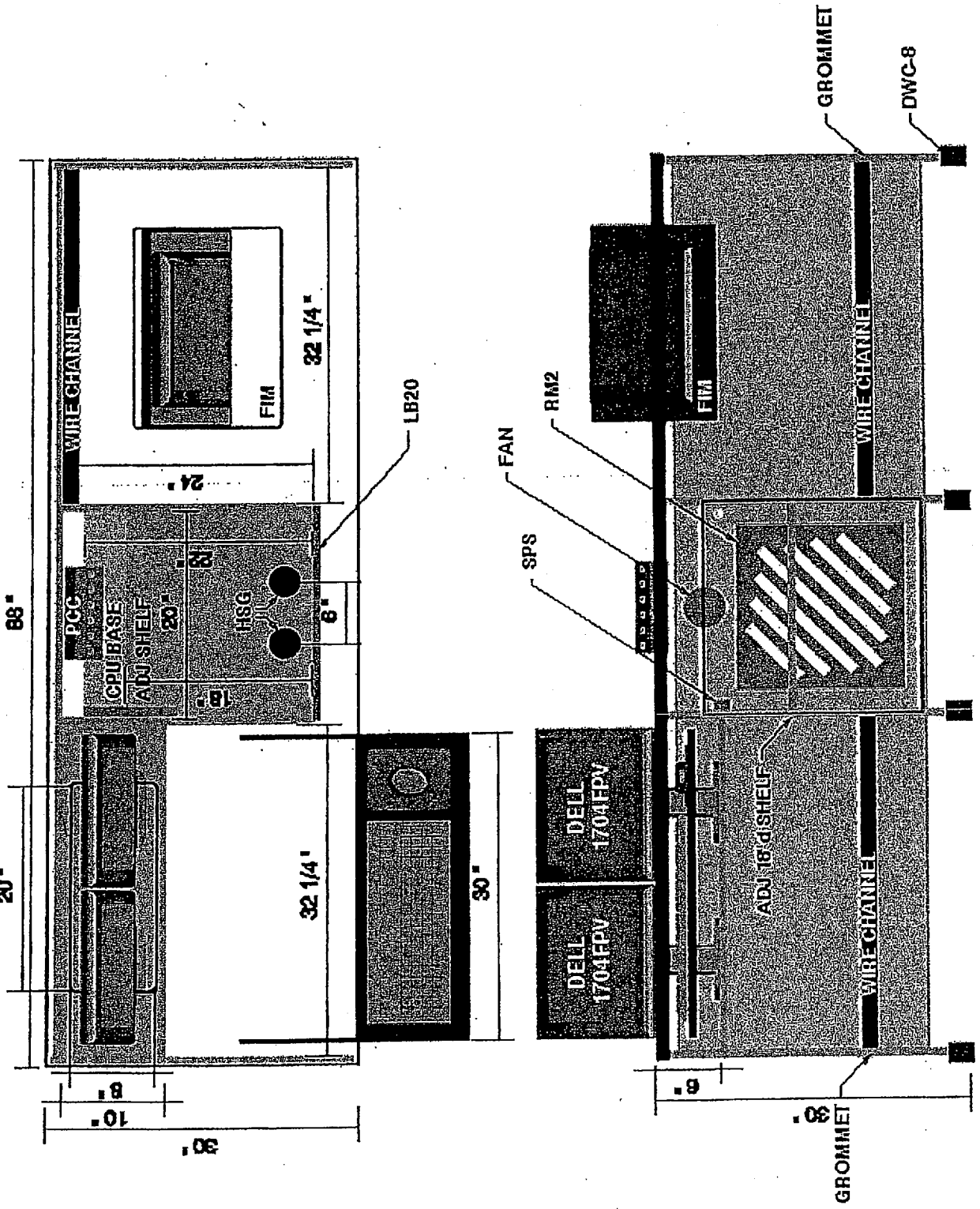


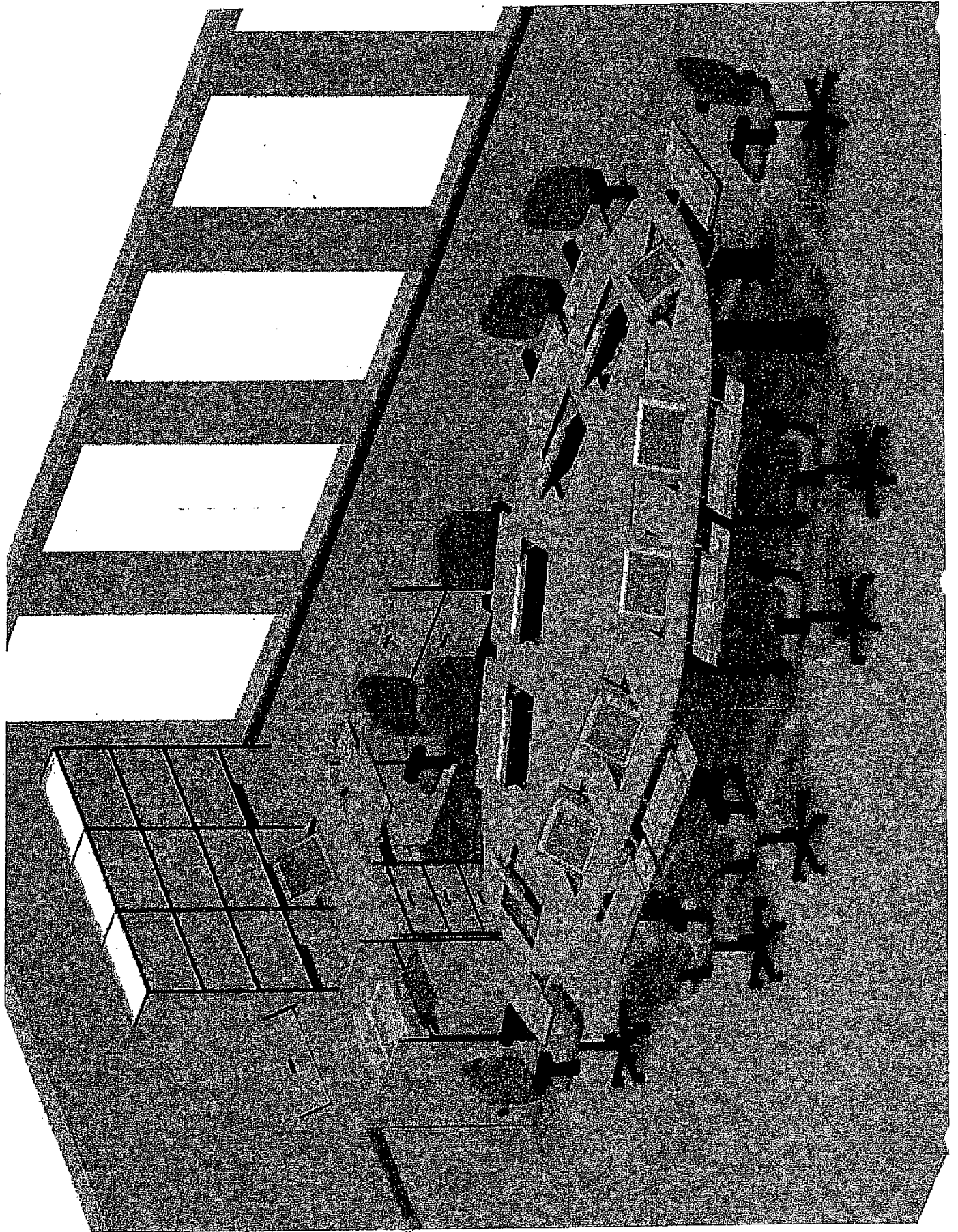
Jeffrey Korber
President

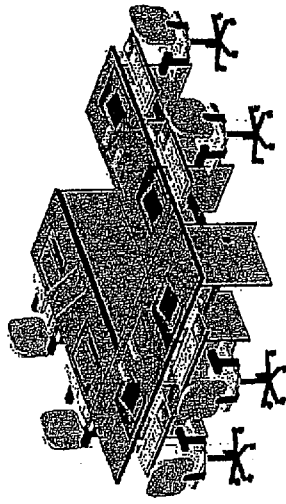
Cc: File



FPMI ITTSEC Special - Double Workstation DF1/2FP-883030-CKF/RM2/LB20/2-HSG/DWC/FAN/PCC







Copyright Office fees are subject to change.
For current fees, check the Copyright Office
website at www.copyright.gov, write the Copy-
right Office, or call (202) 707-3000.

Short Form VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE

REGISTRATION NUMBER

VA VAU
Effective Date of Registration

Application Received

Deposit Received

One

Two

Fee Received

Examined By

Correspondence ☐

TYPE OR PRINT IN BLACK INK. DO NOT WRITE ABOVE THIS LINE.

Title of This Work:

1

SMARTdesks Internet Marketing System Design Drawings

Alternative title or title of
larger work in which this
work was published:

Name and Address of
Author and Owner of the
Copyright:

2

Peter J. Stengel
10717 Faulkner Ridge Circle
Columbia, Maryland 21044

Nationality or domicile:
Phone, fax, and email:

Phone (410) 730-5354
Email pstengel@comcast.net

Fax ()

Year of Creation:

3

1996

If work has been published,
Date and Nation of
Publication:

4

a. Date December 31 1996 (Month, day, and
Day Year year all required)

b. Nation

Type of Authorship
in This Work:

5

Check all that this author created.

☐ 3-Dimensional sculpture
☒ 2-Dimensional artwork
☒ Technical drawing

☐ Photograph
☐ Jewelry design

☐ Map
☒ Text

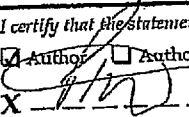
Signature:

6

I certify that the statements made by me in this application are correct to the best of my knowledge.* Check one:

☒ Author ☐ Authorized agent

Registration cannot be
completed without a signature.

X 

Name and Address of
Person to Contact for
Rights and Permissions:
Phone, fax, and email:

7

☐ Check here if same as #2 above.

Scott A. Conwell, Conwell, LLC, 2138 Priest Bridge Court, Suite No. 4, Crofton, MD 21114

Phone (410) 451-2707

Fax (410) 451-2706

Email scott@conwellusa.com

8

Certificate
will be
mailed in
window
envelope to
this address:

Name

Scott A. Conwell

Number/Street/Apt

2138 Priest Bridge Court, Suite No. 4

City/State/ZIP

Crofton, Maryland 21114

9

Deposit Account #

Name

Complete this space only
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DO NOT WRITE HERE Page 1 of 1 pages

*17 U.S.C. § 505(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.

Enclosure (4)



P.O. Box 391 • Hibernia, NJ 07842-0391
Phone: 800.770.7042 • Fax: 877.620.7411
Web: www.smartdesks.com • e-mail: sales@smartdesks.com

Peter Stengel
10717 Faulkner Ridge Circle
Columbia, MD 21044

August 16, 2005

Dear Peter,

Pursuant to the terms of our agreement dated 6, June 2001 between CBT Supply Inc and Niche Direct.com (NDC) I am serving you written notice of its termination prescribed Your services at 5000.00 per month (\$60,000 per year) will terminate on December 31, 2005.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey Klorber", with a long horizontal line extending to the right.

Jeffrey Klorber
President

Cc:File

Enclosure (3)

From: Peter Stengel [mailto:design@smartdesks.com]
Sent: Wednesday, December 21, 2005 12:21 PM
To: Scott A. Conwell, Esq.
Subject: RE: your assistance

Hi Scott -

[XXX DELETED ATTORNEY-CLIENT INFORMATION XXX]

SMARTdesks Design Studio | www.smartdesks.com
Tel: 800-770-7042 (x 802) Fax: 877-620-7411
"The intelligent choice for smarter learning environments."

Enclosure (1)

SMART*desks*

Peter Stengel
VP Design

SMART*desks*
10717 Faulkner Ridge Circle
Columbia, MD 21044

877-620-7409 (fax: 7411)
design@smartdesks.com
www.smartdesks.com

Enclosure (2)

COPY

AGREEMENT

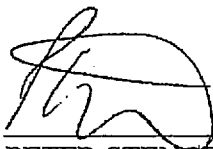
This agreement, made this TH6 day of *June*, 2001, by and between CBT Supply, Inc. ("CBT") and Niche Direct.Com., Inc. ("NDC") each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. While this Agreement remains in effect, NDC will supply web development services for CBT. Services will include, but not be limited to, maintenance of the SMARTdesks' and CBT's website, preparation of designs for CBT's customers, and preliminary budget information.
2. For providing these services to CBT, NDC will be paid Sixty Thousand Dollars (\$60,000.00), payable at the rate of Five Thousand Dollars (\$5,000.00) a month for two years, commencing January 1, 2001.
3. Following the initial two (2) year period, this Agreement will renew, automatically, from year to year, unless terminated by either party upon not less than ninety (90) days prior written notice to the other.
4. NDC will lease space on CBT's computer at the same rate Workspace Resources has been charging SMARTdesks for the posting at Elecomm.
5. This agreement may be modified at any time by written agreement of the parties.

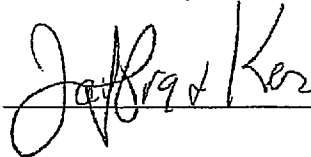
AS WITNESS the hands and seals of the parties hereto, this TH6 day of

JUNE, 2001.

NICHE DIRECT.COM., INC.

By:  (SEAL)
PETER STENGEL, PRESIDENT

CBT SUPPLY, INC.

By:  (SEAL)

KORBER, PRESIDENT

JEFFREY

AGREEMENT

This agreement, made this TH6 day of *June*, 2001, by and between CBT Supply, Inc. ("CBT Supply") and Peter Stengel ("Stengel"), each in consideration of the promises of the other; and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2003, in consideration of the services to be rendered by him as a consultant to CBT Supply, Stengel will be paid a percentage of the annual gross profits of CBT Supply, when collected, calculated pursuant to the appended Percentage Table as of the 30th of June and the 31st of December in each year and to be paid within sixty (60) days thereafter.
2. In the event of the sale of CBT Supply, Stengel will be paid 20% of the sales proceeds, as collected.
3. CBT Supply will promptly elect Stengel as its Vice-President for Design.
4. This agreement may be modified at any time by written agreement of the parties.

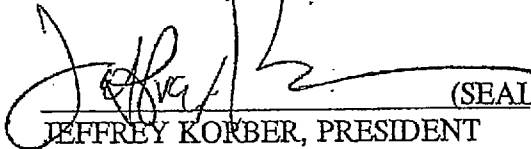
PERCENTAGE TABLE


| | |
|---------|--|
| 5 | % on first \$100,000.00, or fraction thereof |
| 7 1/2% | on next \$100,000.00, or fraction thereof |
| 10 | % on next \$100,000.00, or fraction thereof |
| 12 1/2% | on next \$100,000.00, or fraction thereof |
| 15 | % on next \$100,000.00, or fraction thereof |
| 17 1/2% | on all over \$500,000.00 |

AS WITNESS the hands and seals of the parties hereto, this 6th day of June
, 2001.

CBT SUPPLY, INC.

By:

 (SEAL)
JEFFREY KORBER, PRESIDENT

 (SEAL)
PETER STENGEL

AGREEMENT

This agreement, made this 6TH day of June, 2001, by and between Niche Direct.Com., Inc. ("Niche Direct") and Jeffrey Korber ("Korber"), each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2003, in consideration of the services to be rendered by him as a consultant to Niche Direct, Korber will be paid a percentage of the annual gross profits, when collected, of Niche Direct, calculated pursuant to the appended Percentage Table and paid bi-annually as of the 30th day of June and 31st day of December in each year and paid within (60) days thereafter. In calculating the gross profits of Niche Direct for this purpose, payments made to Niche Direct by CBT Supply for development services, including, but not limited to, maintenance of SMARTdesks' website, preparation of designs for CBT Supply's customers, supplying marketing strategies and procedures to CBT Supply, and providing it with preliminary budget information, will be excluded.

2. In the event of the sale of Niche Direct, Korber will be paid twenty percent (20%) of the sale proceeds, as collected.

3. Niche Direct will promptly elect Korber as its Vice-President for Sales.

4. This agreement may be modified at any time by written agreement of the parties.

PERCENTAGE TABLE

5 % on first \$100,000.00, or fraction thereof

7 1/2% on next \$100,000.00, or fraction thereof

10 %on next \$100,000.00, or fraction thereof

12 1/2% on next \$100,000.00, or fraction thereof

15 %on next \$100,000.00, or fraction thereof

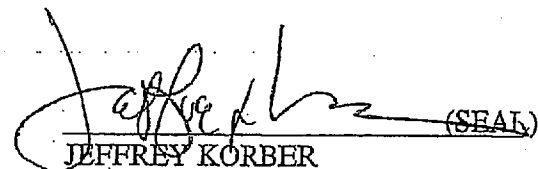
17 1/2% on all over \$500,000.00

AS WITNESS the hands and seals of the parties hereto, this 6TH day of June, 2001.

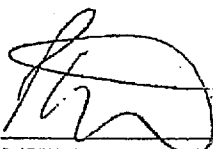
NICHE DIRECT.COM., INC.

By:

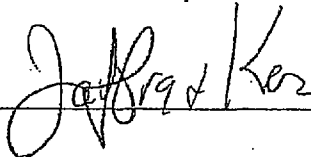
 (SEAL)
PETER STENGEL, PRESIDENT

 (SEAL)
JEFFREY KORBER

Enclosure (3)

By:  (SEAL)
PETER STENGEL, PRESIDENT

CBT SUPPLY, INC.

By:  (SEAL)

KORBER, PRESIDENT

JEFFREY

COPY

AGREEMENT

This agreement, made this 6TH day of June, 2001, by and between CBT Supply, Inc. ("CBT") and Niche Direct.Com., Inc. ("NDC") each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. While this Agreement remains in effect, NDC will supply web development services for CBT. Services will include, but not be limited to, maintenance of the SMARTdesks' and CBT's website, preparation of designs for CBT's customers, and preliminary budget information.

2. For providing these services to CBT, NDC will be paid Sixty Thousand Dollars (\$60,000.00), payable at the rate of Five Thousand Dollars (\$5,000.00) a month for two years, commencing January 1, 2001.

3. Following the initial two (2) year period, this Agreement will renew, automatically, from year to year, unless terminated by either party upon not less than ninety (90) days prior written notice to the other.

4. NDC will lease space on CBT's computer at the same rate Workspace Resources has been charging SMARTdesks for the posting at Elecomm.

5. This agreement may be modified at any time by written agreement of the parties.

AS WITNESS the hands and seals of the parties hereto, this 6TH day of

JUNE, 2001.

NICHE DIRECT.COM., INC.

AGREEMENT

This agreement, made this TH6TH day of *June*, 2001, by and between CBT Supply, Inc. ("CBT Supply") and Peter Stengel ("Stengel"), each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2003, in consideration of the services to be rendered by him as a consultant to CBT Supply, Stengel will be paid a percentage of the annual gross profits of CBT Supply, when collected, calculated pursuant to the appended Percentage Table as of the 30th of June and the 31st of December in each year and to be paid within sixty (60) days thereafter.

2. In the event of the sale of CBT Supply, Stengel will be paid 20% of the sales proceeds, as collected.

3. CBT Supply will promptly elect Stengel as its Vice-President for Design.

4. This agreement may be modified at any time by written agreement of the parties.

PERCENTAGE TABLE

5 % on first \$100,000.00, or fraction thereof

7 1/2 % on next \$100,000.00, or fraction thereof

10 % on next \$100,000.00, or fraction thereof

12 1/2 % on next \$100,000.00, or fraction thereof

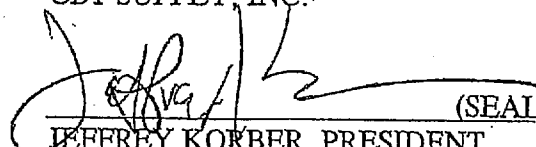
15 % on next \$100,000.00, or fraction thereof

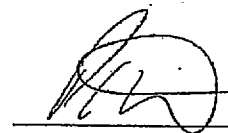
17 1/2 % on all over \$500,000.00

AS WITNESS the hands and seals of the parties hereto, this 6TH day of JUNE
, 2001.

CBT SUPPLY, INC.

By:

 (SEAL)
JEFFREY KORBER, PRESIDENT

 (SEAL)
PETER STENGEL

AGREEMENT

This agreement, made this 6TH day of June, 2001, by and between Niche Direct.Com., Inc. ("Niche Direct") and Jeffrey Korber ("Korber"), each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2003, in consideration of the services to be rendered by him as a consultant to Niche Direct, Korber will be paid a percentage of the annual gross profits, when collected, of Niche Direct, calculated pursuant to the appended Percentage Table and paid bi-annually as of the 30th day of June and 31st day of December in each year and paid within (60) days thereafter. In calculating the gross profits of Niche Direct for this purpose, payments made to Niche Direct by CBT Supply for development services, including, but not limited to, maintenance of SMARTdesks' website, preparation of designs for CBT Supply's customers, supplying marketing strategies and procedures to CBT Supply, and providing it with preliminary budget information, will be excluded.
2. In the event of the sale of Niche Direct, Korber will be paid twenty percent (20%) of the sale proceeds, as collected.
3. Niche Direct will promptly elect Korber as its Vice-President for Sales.
4. This agreement may be modified at any time by written agreement of the parties.

PERCENTAGE TABLE

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|--------|--|
| 5 | % on first \$100,000.00, or fraction thereof |
| 7 1/2% | on next \$100,000.00, or fraction thereof |

10 % on next \$100,000.00, or fraction thereof

12 1/2% on next \$100,000.00, or fraction thereof


15 % on next \$100,000.00, or fraction thereof

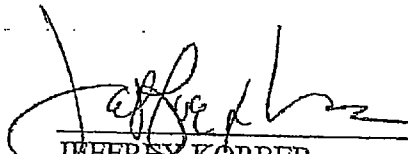
17 1/2% on all over \$500,000.00

AS WITNESS the hands and seals of the parties hereto, this 6TH day of June, 2001.

NICHE DIRECT.COM., INC.

By:

 (SEAL)
PETER STENGEL, PRESIDENT

 (SEAL)
JEFFREY KORBER

Enclosure (4)



P.O. Box 391 • Hibernia, NJ 07842-0391
Phone: 800.770.7042 • Fax: 877.620.7411
Web: www.smartdesks.com • e-mail: sales@smartdesks.com

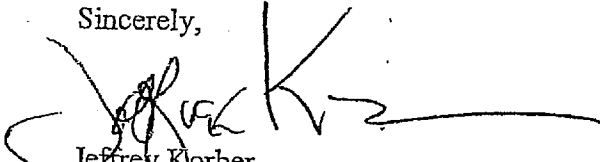
Peter Stengel
10717 Faulkner Ridge Circle
Columbia, MD 21044

August 16, 2005

Dear Peter,

Pursuant to the terms of our agreement dated 6, June 2001 between CBT Supply Inc and Niche Direct.com (NDC) I am serving you written notice of its termination prescribed. Your services at 5000.00 per month (\$60,000 per year) will terminate on December 31, 2005.

Sincerely,



Jeffrey Klorber
President

Cc:File

Enclosure (5)



P.O. Box 391 • Hibernia, NJ 07842-0391
Phone: 800.770.7042 • Fax: 877.620.7411
Web: www.smartdesks.com • e-mail: sales@smartdesks.com

Peter Stengel
10717 Faulkner Ridge Circle
Columbia, MD 21044

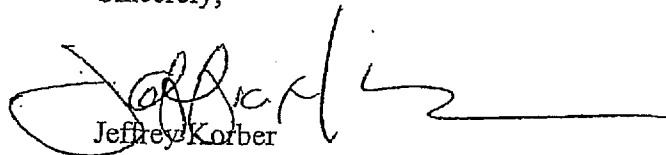
August 17, 2005

Dear Peter,

The Commission agreement dated 6, June 2001 between CBT Supply Inc and Niche Direct.com (NDC) will not be carried forward past December 2004 FYE.

In reality, the terms of the agreement formally expired on December 31, 2003.

Sincerely,



Jeffrey Korber
President

Cc: File

Enclosure (6)

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SMARTdesks

PO Box 391
 Hibernia, NJ 07842-0391
 Tel : 800.770.7042
 Fax : 877.620.7411
 Headquarters
 Contact: Jeffrey Korber VP Sales

www.smartdesks.com
sales@smartdesks.com
design@smartdesks.com

Principal(s):

Jeffrey Korber, VP Sales
 Peter Stengel, VP Design

Statement:

SMARTdesks designs, manufactures and supplies executive class furniture, seating and accessories, creating empowered environments for people and technology. The centerpiece for boardrooms, presentation suites, strategy rooms, war rooms, training rooms and computer labs. Popular with DoD and government agencies, lawfirms and Fortune 500 companies, our line is on the GSA schedule. The website www.smartdesks.com showcases conference tables designed for line-of-sight interaction with integrated computers and LCD screens— a powerful presence in any room or venue.

Product Categories:

12350 Casework: Education, Hotel + Medical
 12410 Office + Desk Accessories
 12500 Furniture
 12510 Office + Conference Furniture
 12560 Institutional + Educational Furniture
 12570 Commercial Furniture + Furnishings
 12620 Folding, Interlocking + Stacking Chairs
 12700 Systems Furniture

Applications:

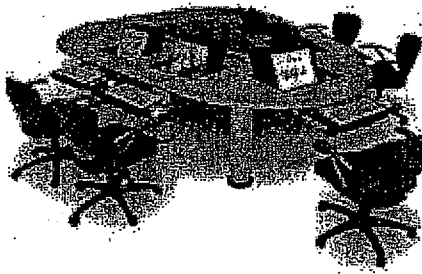
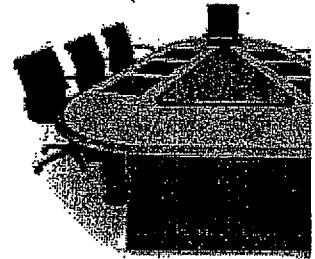
Commercial + Residential

Background:

| | |
|---------|----------|
| Market | National |
| Founded | 1966 |

Links:

[Line of Sight Conference Tables](#)
[Triad Multi-Use Conference Tables](#)
[Piano Line of Sight Conference Tables](#)
[MOTIF Conference Tables](#)



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Brands / Products:

SMARTdesks™; EzSeat™ Tablet-Arm Stacking Chair; All Day™; CompuChair
 Storage & Support Components; etc.

S-55811

designguide

Enclosure (7)

From: Paul Asselin [mailto:paul@smartdesks.com]
Sent: Wednesday, December 21, 2005 1:10 PM
To: 'Scott A. Conwell, Esq.'; 'Peter Stengel'
Subject: RE: your assistance

Scott: you might want to send this to Peter directly. I am not sure if he has access to smartdesk e-mail

Paul J. Asselin, IIDA
Director of Design
SMARTdesks.com
PH: 800-770-7042 ext 802
FX: 877-620-7411

-----Original Message-----

From: design-request@smartdesks.com [mailto:design-request@smartdesks.com] **On Behalf Of** Scott A. Conwell, Esq.
Sent: Wednesday, December 21, 2005 1:02 PM
To: 'Peter Stengel'
Subject: RE: your assistance

[XXX DELETED ATTORNEY-CLIENT INFORMATION XXX]

Scott A. Conwell, Esq.
CONWELL, LLC
2138 Priest Bridge Court, Suite No. 4
Crofton, MD 21114
Phone: 410-451-2707
FAX: 410-451-2706
Email: scott@conwellusa.com

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Workers' Comp

This email may contain confidential or privileged information. If you believe you have received this message in error, please notify the sender by reply transmission and delete the message without copying or disclosing it.

IN THE CIRCUIT COURT FOR
HOWARD COUNTY, MARYLAND

PETER J. STENGEL,

Plaintiff, Counterclaim Defendant,

v.

CBT SUPPLY, INC. and
JEFFREY KORBER,

Defendants / Counterclaim Plaintiffs.

CASE NO.: 13-C-05-064158 CN

FILED
2007 JAN -5 PM 2:40
CIRCUIT COURT
FOR
HOWARD COUNTY

DEFENDANTS' SECOND AMENDED ANSWER AND COUNTERCLAIM

COME NOW Defendants / Counterclaim Plaintiffs CBT SUPPLY, INC. ("CBT") and Jeffrey Korber ("Korber") and file this Second Amended Answer and Counterclaim against Peter J. Stengel ("Stengel").¹ The Answer set forth below is the same as that contained in Defendants Amended Answer and Counterclaim filed on November 22, 2006.

AMENDED ANSWER

Korber and CBT (referred to collectively as "Defendants" in the Amended Answer) deny each and every allegation contained in Plaintiff's Complaint and their prayers for relief unless the same has been expressly admitted herein. Answering the specific allegations of Plaintiff's Complaint, in accordance with the order and number of the paragraphs in which they are set out, Defendants respond as follows:

¹ Marcia Stengel was substituted as the Personal Representative of the Estate of Peter J. Stengel after Stengel's death.

I. PARTIES

1. Upon information and belief, Defendants admit that Stengel resided at 10717 Faulkner Ridge Circle, Columbia, Maryland 21044. Defendants further admit that Stengel was Vice President of Design for CBT. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 1 of the Complaint.

2. Defendants admit that CBT Supply, Inc. is a corporation registered in the state of Maryland and currently in good standing by the Maryland State Department of Assessments and Taxation. Defendants further admit that CBT has a principal office at 514 F. Progress Drive, Linthicum, Maryland 21090, and that CBT's resident agent is The Corporation Trust Incorporated at 300 E. Lombard St., Baltimore, Maryland 21202. Defendants further admit that Korber, the only Director of CBT, resides at 83 Jacobs Road, Rockaway, New Jersey 07866. Defendants further admit that the New Jersey Corporate and Business Information Reporting lists CBT Supply, Inc. as a foreign profit corporation. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 2 of the Complaint.

3. Defendants admit that Korber is President, CEO, and sole Director of CBT. Defendants further admit that Korber uses a job title of Vice President of Sales vis-à-vis customer contacts. Defendants further admit that Korber resides at 83 Jacobs Road, Rockaway, New Jersey 07866. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 3 of the Complaint.

II. FACTS COMMON TO ALL COUNTS

4. Defendants are without sufficient information or knowledge to either admit or deny the allegations set forth in Paragraph 4 of the Complaint, and therefore deny same and demand strict proof thereof.

5. Defendants are without sufficient information or knowledge to either admit or deny the allegations set forth in Paragraph 5 of the Complaint, and therefore deny same and demand strict proof thereof.

6. Defendants deny the allegations set forth in Paragraph 6 of the Complaint.

7. Defendants are without sufficient information or knowledge to either admit or deny the allegations set forth in Paragraph 7 of the Complaint, and therefore deny same and demand strict proof thereof.

8. Defendants are without sufficient information or knowledge to either admit or deny the allegations set forth in Paragraph 8 of the Complaint, and therefore deny same and demand strict proof thereof.

9. Defendants deny the allegations set forth in Paragraph 9 of the Complaint.

10. Defendants deny the allegations set forth in Paragraph 10 of the Complaint.

11. Defendants admit that Stengel, doing business as Workspace Resources, contracted with Design Form, Inc., a company owned by Korber, to manufacture a limited number of furniture pieces. Defendants are without sufficient information or

knowledge to either admit or deny the remaining allegations set forth in Paragraph 11 of the Complaint, and therefore deny same.

12. Defendants admit that, in or around late 1997, Design Form, Inc. contracted with Stengel to develop an internet web site for Design Form, Inc. Defendants deny the remaining allegations of Paragraph 12 of the Complaint.

13. Defendants deny that Korber filed for bankruptcy protection for Design Form, Inc. Defendants admit the remaining allegations set forth in Paragraph 13 of the Complaint.

14. Defendants deny the allegations set forth in Paragraph 14 of the Complaint.

15. Defendants deny the allegations set forth in Paragraph 15 of the Complaint.

16. Defendants admit that on June 6, 2001 CBT Supply, Inc. and Niche Direct.Com., Inc. entered an agreement; CBT and Stengel entered an agreement; and Niche Direct.Com., Inc. and Korber entered an agreement. Defendants deny the allegations set forth in Paragraph 16 of the Complaint to the extent they are contrary to the express terms of the foregoing agreements, which are written documents that speak for themselves.

17. Defendants admit that in or around January 2005, Korber and Stengel met to discuss an agreement whereby Stengel would continue to provide web development and other services for Defendants. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 17 of the Complaint.

18. Defendants deny the allegations set forth in Paragraph 18 of the Complaint.

19. Defendants admit that they received a letter dated October 2005 from Stengel's attorneys. Defendants deny the allegations set forth in Paragraph 19 of the Complaint to the extent they are contrary to the express terms of the letter, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 19 of the Complaint.

20. Defendants admit that they received a letter dated November 21, 2005, from Stengel's counsel. Defendants deny the allegations set forth in Paragraph 20 of the Complaint to the extent they are contrary to the express terms of this November 21, 2005 letter, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 20 of the Complaint.

21. Defendants admit that they retained new counsel and sent a letter to Stengel's counsel dated December 29, 2005. Defendants deny the allegations set forth in Paragraph 21 of the Complaint to the extent they are contrary to the express terms of this December 29, 2005 letter, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 21 of the Complaint.

22. Defendants admit that they received a letter from Stengel's counsel dated November 30, 2005. Defendants deny the allegations set forth in Paragraph 22 of the Complaint to the extent they are contrary to the express terms of this November 30, 2005 letter, which is a written document that speaks for itself. Defendants are without

sufficient information or knowledge to either admit or deny the remaining allegations set forth in Paragraph 22 of the Complaint, and therefore deny same.

23. Defendants admit that Defendants' counsel sent a letter to Stengel's counsel on December 7, 2005. Defendants deny the allegations set forth in Paragraph 23 of the Complaint to the extent they are contrary to the express terms of this December 7, 2005 letter, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 23 of the Complaint.

24. Defendants deny the allegations set forth in Paragraph 24 of the Complaint to the extent they are contrary to the express terms of the December 7, 2005 letter from Defendants' attorneys, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 24 of the Complaint.

25. Defendants deny the allegations set forth in Paragraph 25 of the Complaint.

Count I: Breach of Contract

26. Defendants incorporate by reference their responses to the preceding allegations of the Complaint.

27. Defendants deny the allegations set forth in Paragraph 27 of the Complaint.

28. Defendants admit the allegations set forth in Paragraph 28 of the Complaint.

29. Defendants admit that in June 2001, CBT and Niche Direct.Com., Inc. entered an agreement, CBT and Stengel entered another agreement, and Niche Direct.Com., Inc. and Korber entered a separate agreement, which agreements speak for themselves. Defendants further admit that on or about December 29, 2000, Stengel signed a release and agreement to indemnify and save harmless, which document speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 29 of the Complaint.

30. Defendants are without sufficient information or knowledge to either admit or deny the allegations set forth in Paragraph 30 of the Complaint, and therefore deny same and demand strict proof thereof.

31. Defendants admit that on June 6, 2001, CBT and Niche Direct.Com., Inc. entered an agreement, which agreement speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 31 of the Complaint.

32. Defendants admit that on June 6, 2001, CBT and Niche Direct.Com., Inc. entered an agreement, CBT and Stengel entered another agreement, and Niche Direct.Com., Inc. and Korber entered a separate agreement, which agreements speak for themselves. Defendants further admit that on or about December 29, 2000, Stengel signed a release and agreement to indemnify and save harmless, which document speaks for itself. Defendants deny the allegations set forth in Paragraph 32 of the Complaint to the extent they are contrary to the express terms of the foregoing agreements, which are written documents that speak for themselves. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 32 of the Complaint.

33. Defendants admit that on June 6, 2001, CBT and Niche Direct.Com., Inc. entered an agreement, which agreement speaks for itself. Defendants deny the allegations set forth in Paragraph 33 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 33 of the Complaint.

34. Defendants admit that Defendants provided to Stengel a letter dated August 16, 2005, which letter provided written notice of Defendant's intent to terminate the June 6, 2001 agreement between CBT and Niche Direct. Defendants deny the allegations set forth in Paragraph 34 of the Complaint to the extent they are contrary to the express terms of the August 16, 2005 letter, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 34 of the Complaint.

35. Defendants admit that on June 6, 2001, CBT and Stengel entered an agreement, which agreement speaks for itself. Defendants deny the allegations set forth in Paragraph 35 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 35 of the Complaint.

36. Defendants admit that in an August 17, 2005 letter, Defendants served written notice to Stengel that the June 6, 2001 agreement between CBT and Niche Direct would not be carried forward past December 2004 FYE. Defendants deny the allegations

set forth in Paragraph 36 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 36 of the Complaint.

37. Defendants admit that, pursuant to a June 6, 2001 agreement between CBT and Stengel, Stengel was to provide services to CBT as a consultant. Defendant further admits that CBT made overpayments to Stengel in excess of \$90,000 after the June 6, 2001 agreement between CBT and Stengel expired. Defendants deny the allegations set forth in Paragraph 37 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 37 of the Complaint.

38. Defendants deny the allegations set forth in Paragraph 38 of the Complaint.

39. Defendants admit that on June 6, 2001, CBT and Stengel entered an agreement, which agreement speaks for itself. Defendants deny the allegations set forth in Paragraph 39 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 39 of the Complaint.

40. Defendants admit that on June 6, 2001, Niche Direct.Com., Inc. and Korber entered an agreement, which agreement speaks for itself. Defendants deny the

allegations set forth in Paragraph 40 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 40 of the Complaint.

41. Defendants admit that on June 6, 2001, Niche Direct.Com., Inc. and Korber entered an agreement, which agreement speaks for itself. Defendants deny the allegations set forth in Paragraph 41 of the Complaint to the extent they are contrary to the express terms of the foregoing agreement, which is a written document that speaks for itself. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 41 of the Complaint.

42. Defendants deny the allegations set forth in Paragraph 42 of the Complaint.

43. Defendants admit that Stengel holds a title of Vice President of Design with CBT. Except as specifically admitted, Defendants deny the remaining allegations set forth in Paragraph 43 of the Complaint.

44. Defendants deny the allegations set forth in Paragraph 44 of the Complaint.

45. Defendants deny the allegations set forth in Paragraph 45 of the Complaint.

46. Defendants deny the allegations set forth in Paragraph 46 of the Complaint.

47. Defendants deny the allegations set forth in Paragraph 47 of the Complaint.

48. Defendants deny the allegations set forth in Paragraph 48 of the Complaint.

49. Defendants are without sufficient information or knowledge to either admit or deny the allegations set forth in Paragraph 49 of the Complaint, and therefore deny same.

50. Defendants deny the allegations set forth in Paragraph 50 of the Complaint.

51. Defendants deny the allegations set forth in Paragraph 51 of the Complaint.

52. Defendants deny the allegations set forth in Paragraph 52 of the Complaint.

53. Defendants deny the allegations set forth in Paragraph 53 of the Complaint.

Count II: Fraud, Intentional Misrepresentation, Concealment and Nondisclosure

54. Defendants incorporate by reference their responses to the preceding allegations of the Complaint.

55. Defendants deny the allegations set forth in Paragraph 55 of the Complaint.

56. Defendants deny the allegations set forth in Paragraph 56 of the Complaint.

57. Defendants deny the allegations set forth in Paragraph 57 of the Complaint.

58. Defendants deny the allegations set forth in Paragraph 58 of the Complaint.

59. Defendants deny the allegations set forth in Paragraph 59 of the Complaint.

60. Defendants deny the allegations set forth in Paragraph 60 of the Complaint.

61. Defendants deny the allegations set forth in Paragraph 61 of the Complaint.

Count III: Promissory Estoppel

62. Defendants incorporate by reference their responses to the preceding allegations of the Complaint.

63. Defendants deny the allegations set forth in Paragraph 63 of the Complaint.

64. Defendants deny the allegations set forth in Paragraph 64 of the Complaint.

65. Defendants deny the allegations set forth in Paragraph 65 of the Complaint.

Count IV: Quantum Meruit

66. Defendants incorporate by reference their responses to the preceding allegations of the Complaint.

67. Defendants deny the allegations set forth in Paragraph 67 of the Complaint.

Count V: Unjust Enrichment

68. Defendants incorporate by reference their responses to the preceding allegations of the Complaint.

69. Defendants deny the allegations set forth in Paragraph 69 of the Complaint.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim against Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of laches.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of release.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of acquiescence.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of implied license.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails on the basis of accord and satisfaction.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails on the basis of payment.

TENTH AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails on the basis of waiver.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims must be reduced to the extent that Plaintiff failed to mitigate its damages, if any.

WHEREFORE, Defendants pray for judgment against Plaintiff, holding that Plaintiff shall take nothing, and that Plaintiff shall pay Defendants' costs, interest and attorney's fees, and granting Defendants such other relief as this Court deems just and proper.

AMENDED COUNTERCLAIM OF CBT AND KORBER

THE PARTIES

1. CBT Supply, Inc. ("CBT") is a Maryland corporation with its principal place of business at 514 F Progress Drive, Linthicum, Maryland 21090.
2. Jeffrey Korber ("Korber"), is an individual domiciled and residing at 83 Jacobs Road, Rockaway, New Jersey 07866. Korber is also President, CEO, and sole Director of CBT.
3. Upon information and belief, Plaintiff Peter J. Stengel ("Stengel") was domiciled and resided at 10717 Faulkner Ridge Circle, Columbia, Maryland 21044. In this case, Marcia Stengel was substituted as the Personal Representative of the Estate of Peter J. Stengel after Stengel's death.

JURISDICTION & VENUE

4. The Court has jurisdiction over the subject matter of this Amended Counterclaim.
5. CBT and Korber (hereinafter collectively referred to as "Counterclaim Plaintiffs") submit themselves to the jurisdiction of this Court.
6. The Court has personal jurisdiction over Stengel, the Stengel's Estate and Stengel's Personal Representative.
7. Venue is proper in this Court.

FACTS

CBT'S TRADEMARKS AND COPYRIGHTED WORKS

8. Korber and CBT, directly and through its predecessors-in-interest, Smartdesks, Ltd. and Design Form, Inc., have been and are now engaged in the business of manufacturing and marketing in interstate commerce a wide variety of desks, lecterns and other office furniture products, and marketing and selling design services related to its furniture products.

9. Since at least as early as 1998, Counterclaim Plaintiffs, directly and through CBT's predecessors-in-interest, have marketed and sold office furniture products and related design services under the trademark and service mark SMARTDESKS and SMARTDESKS (and Design) (collectively the "SMARTDESKS Marks").

10. CBT, directly and through its predecessors-in-interest, has widely advertised and extensively offered its office furniture products and design services under the SMARTDESKS Marks throughout the United States, and the SMARTDESKS Marks have become, through widespread and favorable public acceptance and recognition, an asset of substantial value as a symbol of CBT, its quality products and its good will.

11. In addition to the SMARTDESKS Marks, CBT has adopted and used in interstate commerce numerous additional trademarks for office furniture and related products, including FLIP IT, MPLEX, SPEX, SNAPFLEX, SMARTCHAIRS, DEMI, PIANO, PIANO SERIES: CONCERTO, SONATA, TRIAD, MOTIF, DLSEMINAR, and CTINTERACTIVE (collectively "CBT's Marks").

12. On May 11, 2004, the United States Patent and Trademark Office granted federal trademark registration to CBT for the trademark FLIP IT for "ergonomically designed office furniture, namely, integrated workstations that incorporate computers, video display terminals, electronic telecommunications devices, audio visual equipment and controls, and electronic data storage supplies and apparatus with furniture as a single unit for use in offices and classrooms" as registration number 2,839,887. Said registration is in full force and effect and is owned by CBT. CBT uses the registration symbol (R) on its goods and in advertising in association with said trademark.

13. In or about 1997, Korber decided to begin using the Internet as a tool for business marketing and development. He hired Stengel and/or Stengel's company Workspace Resources, to obtain the rights to the Internet domain <smartdesks.com> for Korber's company Design Form, Inc.. On or about December 10, 1997, Stengel and/or Workspace Resources, acting as an agent for Korber and Design Form, Inc., registered the Internet domain name <smartdesks.com>, identifying Design Form, Inc. as the registrant. Workspace Resources was paid for performing the domain name registration service, including for the registration fee and web site hosting charges. Design Form, Inc. subsequently transferred its rights to the <smartdesks.com> domain name to Korber's newly formed company, Smartdesks, Ltd. Smartdesks, Ltd. later transferred its rights to the <smartdesks.com> domain name to CBT. CBT is now the owner of the Internet domain name <smartdesks.com>

14. Since In or about December 1997, CBT and its predecessors-in-interest, Smartdesks, Ltd and Design Form, Inc. advertised its office furniture products and related

design services via the Internet on its Internet Web Site located at the URL <http://www.smartdesks.com> ("CBT's Web Site")..

15. Korber and CBT are the author of numerous photographs of its furniture and related products. CBT owns the copyrights to the photographs, and has applied to register the copyrights with the U.S. Copyright Office.

16. In addition to the copyrighted photographs, Counterclaim Plaintiffs are authors of numerous other copyrighted works, including FLIP IT Installation Instructions and a FLIP IT Marketing Brochure. CBT owns the copyrights to the Installation Instructions and Marketing Brochure, and has applied to register the copyrights with the U.S. Copyright Office. (Collectively referred to, together with CBT's copyrighted photographs, as the "Copyrighted Works.") The Copyright Office has received the foregoing copyright applications, required deposits, and application fees.

COUNTERCLAIM PLAINTIFFS' CONTRACTS WITH STENGEL AND HIS ENTITY

17. From on or about August 1, 2000 through on or about October 31, 2000, Stengel worked as an employee of Smartdesks, Ltd., performing services including development of the Smartdesks Web Site. At other times before and after the period of employment with Smartdesks Ltd., Stengel and Workspace Resources performed services for Counterclaim Plaintiffs, including CBT's predecessors-in-interest, as an independent contractor.

18. In or about 2000, Stengel asserted that he owned all of the intellectual property relating to the Smartdesks Web Site. Korber disagreed and disputed this claim. To resolve this disagreement, Korber and Stengel entered into a series of contractual

agreements that included a payment by Korber of \$50,000 to Stengel in exchange for Stengel's release of his claims and Stengel's indemnification of Counterclaim Plaintiffs from any third-party claims concerning the ownership or other rights of the works or services performed by Stengel for Counterclaim Plaintiffs.

19. On or about November 16, 2000, Stengel and Korber entered into an agreement (the "November 2000 Agreement") that, among other things, provided that Korber would create a new corporation and that "[t]he New Corporation will assume all of the contractual obligations of SMARTdesks, Ltd. and will do business under the SMARTdesks name, using it as a trade name." A true and correct copy of the November 2000 Agreement is attached as Exhibit A.

20. Korber has met all of his obligations under the November 2000 Agreement, including the establishment of a new corporation that uses the Smartdesks trade name. That new Corporation is the Counterclaim Plaintiff CBT Supply, Inc.

21. On or about December 29, 2000, Stengel executed a "Release and Agreement to Indemnify and Save Harmless" agreement (the "Release and Indemnification Agreement") in which Stengel released Korber, Smartdesks Ltd., and their successors and assigns from any and all claims, demands, suits or other proceedings which Stengel then had or may have in the future arising from or relating to any work or services, including inventions, ideas, designs or improvements that Stengel performed for or at the request of Korber or Smartdesks Ltd. A true and correct copy of the Release and Indemnification Agreement is attached as Exhibit "B."

22. In the Release and Indemnification Agreement, Stengel also agreed to indemnify and hold Korber, Smartdesks Ltd, and their successors and assigns, harmless from any and all claims of others arising out of any claims of any ownership, or other rights, in or to the works, inventions, ideas, designs or improvements created by Stengel for Korber and/or Smartdesks Ltd. This indemnification provision specifically provides that Stengel is responsible for the Counterclaim Plaintiffs legal fees in the event of such a claim.

23. Korber has met all of his obligations under the Release and Indemnification Agreement, including the payment of \$50,000 to Stengel.

24. On or about June 6, 2001, CBT and Stengel entered into an agreement whereby CBT agreed to pay Stengel a percentage of CBT's annual gross profits in return for Stengel's consulting services (the "Stengel Consulting Agreement"). A true and correct copy of the Stengel Consulting Agreement is attached hereto as Exhibit "C."

25. The Stengel Consulting Agreement expressly provides that CBT will pay Stengel during a three (3) year period commencing January 1, 2001, and ending December 31, 2003.

26. Although the Stengel Consulting Agreement provides that payments to Mr. Stengel will terminate on December 31, 2003, the Counterclaim Plaintiffs continued to pay Stengel after that date. The Counterclaim Plaintiffs made 10 payments to Stengel after December 31, 2003, which totaled \$90,934.89.

27. Simultaneously with the execution and delivery of the Stengel Consulting Agreement, Niche Direct.Com., Inc. ("NDC"), a putative corporation of which Stengel is

believed to be the President, entered into a Consulting Agreement with Jeffrey Korber (the "Korber Consulting Agreement") whereby NDC agreed to pay Korber a percentage of NDC's annual gross profits in return for Korber's consulting services, on terms which are substantially similar to those called for in the Stengel Consulting Agreement. The Korber Consulting Agreement was delivered as a condition to, and to induce the execution and delivery of, the Stengel Consulting Agreement. A true and correct copy of the Korber Consulting Agreement is attached hereto as Exhibit "D."

28. Stengel never made any payments to Korber pursuant to the terms of the Korber Consulting Agreement.

29. On information and belief, Stengel fraudulently entered into the Korber Consulting Agreement through NDC, with no intention of performing under it.

30. On June 6, 2001, CBT entered into an agreement with Stengel, through his putative corporation NDC, providing that NDC will supply web development services for CBT (the "Web Development Agreement"). A true and correct copy of the Web Development Agreement is attached hereto as Exhibit "E." The Web Development Agreement specifically provides that NDC will supply services including maintenance of CBT's Web Site.

GROUND'S FOR PIERCING NDC'S CORPORATE VEIL

31. On information and belief, Stengel was, at all relevant times the sole and/or primary officer, director and shareholder of NDC.

32. On information and belief, NDC was organized and, to the extent that it was ever operated, was operated in an attempt to insulate Stengel from liability for the obligations of NDC.

33. On information and belief, Stengel ignored the requisite corporate formalities and operated NDC as a sham and a fiction to avoid personal liability.

34. On information and belief, Stengel commingled NDC's assets and property with his personal assets and property.

35. On information and belief, Stengel exercises pervasive and direct control over the NDC such that NDC is a mere instrumentality of Stengel and façade for Stengel's unlawful actions.

36. On information and belief, NDC committed acts of fraud upon Counterclaim Plaintiffs when entering into the Korber Agreement and Web Development Agreement.

37. On information and belief, all of NDC's fraudulent misrepresentations to Counterclaim Plaintiffs were made by Stengel.

38. On information and belief, Stengel used his control over NDC to engage in fraudulent representations and subsequent breach of the Korber Agreement, implied contract, and implied covenants of good faith and fair dealing.

39. Honoring the corporate separateness of NDC would create injustice, would permit fraud, and is in contravention to public policy.

40. Disregarding NDC's corporate form is necessary to prevent such fraud and enforce a paramount equity.

41. In addition to Counterclaim Plaintiffs' claim to pierce the corporate veil of NDC, Counterclaim Plaintiffs further bring action against Stengel in his individual capacity.

42. Consequently, Stengel is personally liable to the Counterclaim Plaintiffs' for their damages, including but not limited to, those damages caused by NDC's fraudulent representations, material breach of the Korber Agreement, breach of its implied contract, and breach of its implied covenant of good faith and fair dealing.

COUNT I

FRAUDULENT INDUCEMENT

43. Counterclaim Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 42 of this Counterclaim.

44. The Korber Consulting Agreement, the November 2000 Agreement and the Release and Indemnification Agreement were delivered as a condition to, and to induce the execution and delivery of, the Stengel Consulting Agreement.

45. Stengel did not perform his obligations under the Korber Consulting Agreement, the November 2000 Agreement and the Release and Indemnification Agreement.

46. Stengel knew that the representations, express or implied, that he would perform under the Korber Consulting Agreement, the November 2000 Agreement and the Release and Indemnification Agreement were false when they were made.

47. Stengel intended to induce Korber and CBT to pay Stengel in reliance on the false representations that he would perform under the Korber Consulting Agreement, the November 2000 Agreement and the Release and Indemnification Agreement.

48. CBT and Korber justifiably relied upon the false representations of Stengel by making payments to Stengel pursuant to the Stengel Consulting Agreement and the Release and Indemnification Agreement.

49. As a direct and proximate result of Stengel's fraudulent representations, Counterclaim Plaintiffs have been damaged in a principal amount not less than \$191,349.98, the exact amount to be proven at trial. Accordingly, Counterclaim Plaintiffs are entitled to recover from Stengel that principal amount plus interest.

50. Stengel is liable to CBT for the damages it incurred as a result of his fraudulent representations.

51. Stengel acted maliciously and/or with willful disregard for the rights of Counterclaim Plaintiffs. Accordingly, Counterclaim Plaintiffs are further entitled to recover from Stengel punitive damages in an amount the jury determines sufficient to punish and deter the conduct of Stengel.

COUNT II

BREACH OF CONTRACT

52. Counterclaim Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 51 of this Counterclaim.

53. The Korber Consulting Agreement and the Stengel Consulting Agreement, which were both executed on June 6, 2001, are interrelated, co-dependent agreements which constitute one bilateral agreement.

54. Stengel did not perform his obligations under the Korber Consulting Agreement.

55. Korber and CBT performed all of its obligations under the Stengel Consulting Agreement.

56. Stengel materially and substantially breached and is in default of the Korber Consulting Agreement and, therefore, the Stengel Consulting Agreement.

57. Stengel is liable to Counterclaim Plaintiffs for the damages it incurred as a result of his breach of the Korber Consulting Agreement and the Stengel Consulting Agreement.

58. Stengel has also breached the November 2000 Agreement and the Release and Indemnification Agreement.

59. As a direct and proximate result of Stengel's material breach of the Korber Consulting Agreement, the Stengel Consulting Agreement, Stengel has also breached the November 2000 Agreement and the Release and Indemnification Agreement., Counterclaim Plaintiffs have been damaged in a principal amount not less than \$191,349.98, the exact amount to be proven at trial. Accordingly, Counterclaim Plaintiffs are entitled to recover from Stengel that principal amount plus interest.

COUNT III

BREACH OF IMPLIED CONTRACT

60. Counterclaim Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 59 of this Counterclaim.

61. Inherent in Stengel's obligations under the Stengel Consulting Agreement, November 2000 Agreement, the Release and Indemnification Agreement, and the Web Development Agreement are, among other obligations, the duties not to use CBT's Web Site, Copyrighted Works, and Marks in an unauthorized manner. These inherent obligations constitute an implied contract.

62. Stengel breached the implied contract by, among other actions, copying CBT's Web Site; using the unauthorized copy to advertise and promote office furniture products and related design services; reproducing, distributing, and publicly displaying one or more of CBT's Copyrighted Works on the Infringing Web Site; using CBT's Marks on the Infringing Web Site; and otherwise misrepresenting himself as CBT.

63. By virtue of Stengel's conduct, Counterclaim Plaintiffs are entitled to recover damages caused by Stengel as a result of his breach of the implied contract.

COUNT IV

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

64. Counterclaim Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 63 of this Counterclaim.

65. As contracts, the November 2000 Agreement, the Release and Indemnification Agreement the Stengel Consulting Agreement, the Korber Consulting

Agreement, and the Web Development Agreement include an implied covenant of good faith and fair dealing.

66. Stengel breached the implied covenant of good faith and fair dealing of each of these agreements, by, among other actions, copying CBT's Web Site; using the unauthorized copy to advertise and promote office furniture products and related design services; reproducing, distributing, and publicly displaying one or more of CBT's Copyrighted Works on the Infringing Web Site; using CBT's Marks on the Infringing Web Site; otherwise misrepresenting himself as CBT; and using the Korber Consulting Agreement to induce CBT to enter the Stengel Consulting Agreement.

67. By virtue of Stengel's conduct, Counterclaim Plaintiffs are entitled to recover damages caused by Stengel as a result of his breach of the implied covenant of good faith and fair dealing.

COUNT V

INDEMNIFICATION AGAINST STENGEL

68. Counterclaim Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 67 of this Counterclaim.

69. On December 29, 2005, Smartdesks, Inc. and Stengel filed a Complaint against Counterclaim Plaintiffs in the United States District Court for the District of Maryland.

70. Said Complaint, which is captioned *Smartdesks, Inc. and Peter J. Stengel v. CBT Supply and Jeffrey Korber*, Civil Action No.: 1:05-CV-03456 MJG, remains

pending before the Honorable Marvin J. Garbis, United States District Court for the District of Maryland (the "U.S. District Court Action").

71. Smartdesks, Inc. is not a contracting party of the Release and Indemnification Agreement.

72. In the U.S. District Court Action, Smartdesks, Inc. has asserted claims against Korber and CBT pertaining to ownership, or other rights, in or to the works, inventions, ideas, designs or improvements created by Stengel for Counterclaim Plaintiffs.

73. Pursuant to the terms of the Release and Indemnification Agreement, Stengel must indemnify and hold Counterclaim Plaintiffs harmless against the claims brought by Smartdesks, Inc. in the U.S. District Court Action. To date, the legal fees and expenses in the U.S. District Court Action exceed \$200,000.

PRAYER FOR RELIEF

WHEREFORE Counterclaim Plaintiffs respectfully pray unto this Court to grant the following relief:

- a. Upon the First Cause of Action, judgment against Stengel in an amount not less than \$191,349.98, the exact amount to be proven at trial, plus punitive damages in an amount the jury deems sufficient to punish and deter Stengel;
- b. Upon the Second Cause of Action, judgment against Stengel in an amount not less than \$141,349.98, the exact amount to be proven at trial, plus interest;
- c. Upon the Third Cause of Action, judgment against Stengel, for all damages for Stengel's breach of the implied contract, the exact amount to be proven at trial;

d. Upon the Fourth Cause of Action, judgment against Stengel, for all damages for Stengel's breach of the implied covenant of good faith and fair dealing, the exact amount to be proven at trial;

e. Upon the Fifth Cause of Action, judgment against Stengel, for any and all damages and legal fees arising from the claims of Smartdesks, Inc. in the U.S. District Court Action.

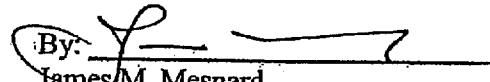
f. Such other and further relief as this Court may deem just and proper.

JURY DEMAND

Counterclaim Plaintiffs demand a jury trial on all issues so triable.

DATED: January 5, 2007

SEYFARTH SHAW LLP

By: 
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ATTORNEYS FOR CBT SUPPLY, INC.
AND JEFFREY KORBER

**IN THE CIRCUIT COURT FOR
HOWARD COUNTY, MARYLAND**

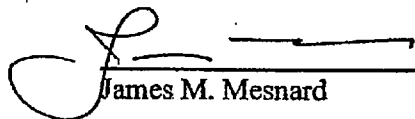
| | | |
|----------------------|---|-----------------------------|
| PETER J. STENGEL, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | CASE NO.: 13-C-05-064158 CN |
| CBT SUPPLY, INC. and |) | |
| JEFFREY KORBER, |) | |
| |) | |
| Defendants. |) | |

CERTIFICATE OF SERVICE

This is to certify that I have this day served a copy of the foregoing **SECOND AMENDED ANSWER AND COUNTERCLAIM** upon all counsel of record by U.S. Mail, with adequate postage prepaid, and addressed as follows:

Scott A. Conwell
Conwell, LLC
2138 Priest Bridge Court, Suite No. 4
Crofton, Maryland 21114

By:


James M. Mesnard

Ex.A

AGREEMENT

This agreement, made this day of , 2000, by and between Jeff Korber (Jeff) and Peter Stengel (Peter), witnesseth:

WHEREAS, Jeff has made a certain modified proposal for an agreement by and between himself and Peter, which Peter has accepted.

NOW THEREFORE: each of the parties to this Agreement in consideration of the promises of the other, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. Peter shall cause the incorporation of a new corporation called Niche Direct.Com (NDC). This will be a Maryland Close Corporation that will be qualified as an S Corporation for federal income tax purposes. It will commence business on January 1, 2001. Peter will be its president and sole stockholder.

2. All of the stock of NDC will be issued to Peter for such tangible and intangible assets as he may bring to the corporation, including his design experience, marketing skills and computer expertise. The charter of the corporation shall state that the actual value of these assets is not less than One Thousand Dollars (\$1,000.00), and that the corporation shall issue to Peter 1,000 shares of its One Dollar (\$1.00) par Common Stock for them.

3. NDC's business will be the setting up and marketing of interactive business-to-business websites for e-commerce customers, patterned after the successful model set up for SMARTdesks.

3.1 Jeff will terminate the existing corporation, SMARTdesks, Ltd, as of December 31, 2000 and incorporate a new corporation, to be qualified as an S corporation, to commence business as of January 1, 2001. The name has not been

Bonus = To
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AS and alien.
BASIS.

A 9. The corporation shall be a Maryland Close Corporation. The name of the corporation shall be Niche Direct.Com (NDC). The corporation shall be organized under the laws of the State of Maryland. The corporation shall have no more than 100 shareholders. The corporation shall have no more than 100 shareholders. The corporation shall have no more than 100 shareholders.

selected for it, yet, but, for purposes of this agreement it will be called the "New Corporation." The New Corporation will assume all of the contractual obligations of SMARTdesks, Ltd. and will do business under the SMARTdesks name, using it as a trade name.

3.2 All costs, including legal and accounting, incurred in the incorporation of NDC will be paid by Peter. All of the legal and accounting expenses involved in the agreements by and between Jeff, Peter, NDC, SMARTdesks and New Corporation, will be paid by SMARTdesks.

4. NDC and New Corporation will enter into five year non-competition covenants, so that neither competes with the area of business of the other.

5. NDC will enter into an agreement with New Corporation to supply web development services for it. Services will include, but not be limited to, maintenance of the SMARTdesks' website, preparation of designs for New Corporation's customers and preliminary budget information. For providing these services to New Corporation, NDC will be paid Sixty Thousand Dollars (\$60,000.00), payable at the rate of Five Thousand Dollars (\$5,000.00) a month for two (2) years, commencing January 1, 2001. Following this, this agreement will renew, automatically, from year to year, unless terminated by either party upon not less than ninety days (90) prior written notice to the other.

6. NDC will lease space on New Corporation's computer at the same rate WorkSpace Resources has been charging SMARTdesks for posting at Elecomm. New Corporation will pay NDC for advertising on NDC'S site at a rate to be negotiated between them.

7. Upon execution of a release of any and all claims against SMARTdesks, Ltd., New Corporation, and Jeff, in any manner arising out of work for or on behalf of any of them, and also an agreement by Peter to indemnify them jointly and severally from any and all claims by others alleging work done for or on behalf of Jeff or SMARTdesks in the development or furtherance of SMARTdesks' business, SMARTdesks, Ltd. will pay Peter Fifty Thousand Dollars (\$50,000.00).

8. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2004, in consideration of the services to be rendered as a consultant by Peter to New Corporation and by Jeff as a consultant to NDC, each will be entitled to be paid a percentage of the annual gross profits, when collected, of the corporation of the other, calculated pursuant to the appended Percentage Table, and paid bi-annually. In calculating the gross profits of NDC for this purpose, paragraph 6 payments will be excluded. Also, for the same consideration, upon the sale of New Corporation, Peter will be entitled to 20% of the sale proceeds, as collected, and upon the sale of NDC, Jeff will be entitled to 20% of the sale proceeds, as collected. ~~XX~~

8.1. Peter will hold the position of VP Design with New Corporation. Jeff will hold the position of VP Sales with NDC.

9. NDC will pay Jeff a commission of twenty percent (20%) on gross sales generated by Jeff for NDC.

10. New Corporation and NDC may, from time to time, enter into ad hoc consulting agreements of mutual benefit on such terms and conditions as they may agree upon.

PERCENTAGE TABLE

| | |
|---------|--|
| 5 % | on first \$100,000.00, or fraction thereof |
| 7 1/2% | on next \$100,000.00, or fraction thereof |
| 10 % | on next \$100,000.00, or fraction thereof |
| 12 1/2% | on next \$100,000.00, or fraction thereof |
| 15 % | on next \$100,000.00, or fraction thereof |
| 17 1/2% | on all over \$500,000.00 |

AS WITNESS the hands and seals of the parties hereto, the year and date first above written.

WITNESS

JEFF KORBER (SEAL)

WITNESS

PETER STENGEL (SEAL)

8.1. Peter will hold the position of VP Design with New Corporation. Jeff will hold the position of VP Sales with NDC.

9. NDC will pay Jeff a commission of twenty percent (20%) on gross sales generated by Jeff for NDC.

10. New Corporation and NDC may, from time to time, enter into ad hoc consulting agreements of mutual benefit on such terms and conditions as they may agree upon.

PERCENTAGE TABLE

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| 15 % | on next \$100,000.00, or fraction thereof |
| 17 1/2% | on all over \$500,000.00 |

AS WITNESS the hands and seals of the parties hereto, the year and date first above written.

Deborah Miller
WITNESS

WITNESS

Jeff Korber (SEAL)
JEFF KORBER

Peter Stengel (SEAL)
PETER STENGEL

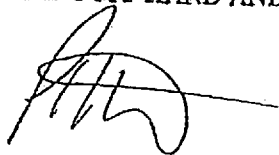
Ex. B

RELEASE AND AGREEMENT TO INDEMNIFY AND SAVE HARMLESS

In consideration of Fifty Thousand Dollars (\$50,000.00) of which Twenty-Five Thousand Dollars (\$25,000.00) has been paid to me on the date of the execution by me of this instrument and Twenty-Five Thousand Dollars (\$25,000.00) is to be paid to me on or before June 1, 2001, I, Peter Stengel, do, for myself, my heirs, personal representatives and assigns, release and forever discharge Jeffrey Korber, SMARTdesks, Ltd., their agents, employees, directors, contractors, heirs, personal representatives, administrators, successors and assigns, from any and all claims, demands, suits or other proceedings which I have had, now have, or in the future may have, whether arising out of circumstances now known or unknown to me, in any manner arising from or relating to any work or services, including inventions, ideas, designs or improvements that I have at any time done or performed for or at the request of Jeffrey Korber, SMARTdesks, Ltd., or the agents, employees or contractors of either.

And, I hereby also agree in consideration of the consideration as hereinbefore set forth, to indemnify and save harmless the said Jeffrey Korber, SMARTdesks, Ltd., their agents, employees, directors, contractors, heirs, personal representatives, administrators, successors and assigns, from any and all claims of others, including suits or other proceedings, and including the payment of all reasonable attorneys', other professional fees, expenses and costs, in any manner arising out of any claims by such others of any ownership, or other rights, in or to the above referenced work or services.

AS WITNESS MY HAND AND SEAL, this 21 day of December, 2000.




PETER STENDEL (SEAL)

STATE OF MARYLAND
COUNTY OF BALTIMORE

I hereby certify that before me, a Notary Public of the state and county aforesaid, personally appeared Peter Stengel, to me known or suitably identified, and he, having been by me duly sworn, made oath in due form of law that he has executed the above Release and Agreement to Indemnify and Save Harmless and that they constitute his true act and deed.

NOTARY PUBLIC

My commission expires:
Sept 22, 2003

Joanne Miller-Beers

Ex.C

AGREEMENT

This agreement, made this TH6 day of June, 2001, by and between ~~Supply, Inc. (CBT Supply)~~ and ~~Stengel Stengel~~, each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2003, in consideration of the services to be rendered by him as a consultant to CBT Supply, Stengel will be paid a percentage of the annual gross profits of CBT Supply, when collected, calculated pursuant to the appended Percentage Table as of the 30th of June and the 31st of December in each year and to be paid within sixty (60) days thereafter.
2. In the event of the sale of CBT Supply, Stengel will be paid 20% of the sales proceeds, as collected.
3. CBT Supply will promptly elect Stengel as its Vice-President for Design.
4. This agreement may be modified at any time by written agreement of the parties.

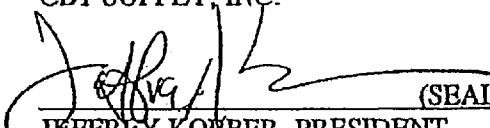
PERCENTAGE TABLE


| | |
|---------|--|
| 5 | % on first \$100,000.00, or fraction thereof |
| 7 1/2% | on next \$100,000.00, or fraction thereof |
| 10 | % on next \$100,000.00, or fraction thereof |
| 12 1/2% | on next \$100,000.00, or fraction thereof |
| 15 | % on next \$100,000.00, or fraction thereof |
| 17 1/2% | on all over \$500,000.00 |

AS WITNESS the hands and seals of the parties hereto, this 6TH day of June
, 2001.

CBT SUPPLY, INC.

By:

 (SEAL)
JEFFREY KORBER, PRESIDENT

 (SEAL)
PETER STENGEL

Ex. D

AGREEMENT

This agreement, made this 6th day of June, 2001, by and between ~~Niche Direct, Inc. (Niche Direct)~~ and ~~Michael Korber~~ each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. For the three (3) year period, commencing January 1, 2001 and ending December 31, 2003, in consideration of the services to be rendered by him as a consultant to Niche Direct, Korber will be paid a percentage of the annual gross profits, when collected, of Niche Direct, calculated pursuant to the appended Percentage Table and paid bi-annually as of the 30th day of June and 31st day of December in each year and paid within (60) days thereafter. In calculating the gross profits of Niche Direct for this purpose, payments made to Niche Direct by CBT Supply for development services, including, but not limited to, maintenance of SMARTdesks' website, preparation of designs for CBT Supply's customers, supplying marketing strategies and procedures to CBT Supply, and providing it with preliminary budget information, will be excluded.
2. In the event of the sale of Niche Direct, Korber will be paid twenty percent (20%) of the sale proceeds, as collected.
3. Niche Direct will promptly elect Korber as its Vice-President for Sales.
4. This agreement may be modified at any time by written agreement of the parties.

PERCENTAGE TABLE

- | | |
|--------|--|
| 5 | % on first \$100,000.00, or fraction thereof |
| 7 1/2% | on next \$100,000.00, or fraction thereof |

10 % on next \$100,000.00, or fraction thereof

12 1/2% on next \$100,000.00, or fraction thereof

15 % on next \$100,000.00, or fraction thereof

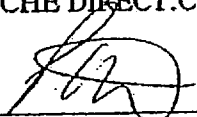
17 1/2% on all over \$500,000.00

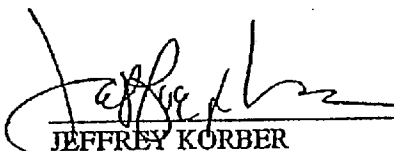
AS WITNESS the hands and seals of the parties hereto, this ~~6TH~~ day of

June, 2001.

NICHE DIRECT.COM., INC.

By:

 (SEAL)
PETER STENGEL, PRESIDENT

 (SEAL)
JEFFREY KORBER

Ex.E

AGREEMENT

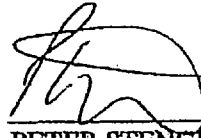
This agreement, made this TH 6 day of June, 2001, by and between ~~CBT~~ supply, Inc. (CBT), and ~~Niche Direct Com. Inc.~~ (NDC) each in consideration of the promises of the other, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agrees as follows:

1. While this Agreement remains in effect, NDC will supply web development services for CBT. Services will include, but not be limited to, maintenance of the SMARTdesks' and CBT's website, preparation of designs for CBT's customers, and preliminary budget information.
2. For providing these services to CBT, NDC will be paid Sixty Thousand Dollars (\$60,000.00), payable at the rate of Five Thousand Dollars (\$5,000.00) a month for two years, commencing January 1, 2001.
3. Following the initial two (2) year period, this Agreement will renew, automatically, from year to year, unless terminated by either party upon not less than ninety (90) days prior written notice to the other.
4. NDC will lease space on CBT's computer at the same rate Workspace Resources has been charging SMARTdesks for the posting at Elecomm.
5. This agreement may be modified at any time by written agreement of the parties.

AS WITNESS the hands and seals of the parties hereto, this TH 6 day of JUNE, 2001.

NICHE DIRECT.COM., INC.

By:

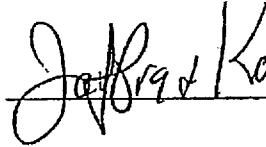


(SEAL)

PETER STENGEL, PRESIDENT

CBT SUPPLY, INC.

By:



(SEAL)

KORBER, PRESIDENT

JEFFREY